

Jim Milstone Attorney  
Susan White }  
Gary Gilbert }

Page 1 of 4

Telephone interview with Sugarland representative(s)

Date: 09/21/2011

Time: 1600 hrs EDT

I, Helen Rawlins reside at Malibu  
in the city of Los Angeles County of Los Angeles County  
State of Calif Zip code \_\_\_\_\_

My telephone number is (area code) 310-456-2620.

I have been employed by Lucky Star Inc, Gellman Management  
located at \_\_\_\_\_  
office telephone (area code) \_\_\_\_\_

My job description is Tour Mgr for Band Sugarland  
AND Gail Gellman ASSISTANT.

Where were you on the evening of August 13, 2011 the night of the Indiana State Fair accident?  
I was at the IN STATE FAIR

What were your job responsibilities on the evening of August 13, 2011?  
Tour Mgr - in charge of the entire scope of  
the performance AND take care of the  
artists.

In performing your assigned job responsibilities what work tasks did you direct in order to prepare for the up coming performance?  
I was not directing any  
work prior to the show going on.

Who performed these work tasks and who did they work for?  
STAGE HANDS,  
NO NOT TO ME.

In other interviews an individual named ROSIE is mentioned as a person who was working on the stage. Tell me what you know about this individual and do you know who she works for?

she is a part of Sugarlands lighting  
crew. LAST NAME CPAOUNO

Who directs the work tasks being performed by the Lighting crew and the Union Local 30 crew ?

Jimmy Petruson Lighting crew Chief  
directs the work assignment. For Sugarland  
Band.

Who directs the Security personnel assigned to the Hoosier Lottery Stage area ?

I don't know.

After agreeing to have your Sugarland group perform at the Indiana State Fair, did you receive any training such as but not limited to Emergency Action Plans or Evacuation Plans in case of a Potential Emergency ?

No - Training was given by any  
Indiana STATE FAIR Representatives.

Asked the question a 2nd time AND the answer  
was No again.

How does the events on the evening of August 13, 2011 differ from other outdoor events your group has experienced in the past ?

No —

3<sup>25</sup>pm

Call - Sugarland representatives upset when  
Julie Alexander was patched in on the  
interview conference call. Will have Jeff  
call back at 4pm.

How does the Performers know when to come out on stage ?

Normally I get a weather report from ERIC  
Milby. They have direct contact with a  
weather station I depend on them for  
information - I Google weather at times.

If there is a potential weather related hazard warning, who would makes the decision to DELAY the performance until these conditions pass ?

Have you met Paul Poteet the meteorologist - No

Security.  
page 3 of 4

The Truss Spot Light operators were instructed to ascend the wire rope ladders and to get "SHOW READY"... who informs these operators to get show ready?

Please define "SHOW READY"? — The only time we use that is when we have everyone ready so I can  
h

What is Sugarland's relationship with EPIC Lighting? I've worked with them. 5 employees from EPIC travel with us.

Are they under contract? With whom? Steve Cohan contracts them on our behalf.

Due to the incoming weather from the WEST during the evening of August 13, 2011, were the current weather conditions being communicate to you and the band? YES

Who was communicating these weather conditions? Eric Miley.

How often were the current weather conditions or warnings being communicate to you?

~ 7pm that night ERIC informed us of  
I requested an additional weather update @ 8pm.  
told us the storm would hit @ 9:15

Do you recall the time this information was communicate to the group?

Spoke to Skip Crawford to tell Miley that we needed an update @ 8pm. LAST meeting @ 8:10

Was there an established weather monitoring station available for the information?

Who was present at the monitoring site?

If so where was this monitoring station located and who was doing the monitoring?

\* We don't know of anything that was going on in the trailers.

3 till @ 4:12 or 4:15 pm AND possible thunder storm  
"Storms"

I explained to him that we didn't care about  
rain that was straight down but we were  
concerned.

page 4 of 4

At any time during these weather updates, was "delaying the performance discussed"?

No

Who participated in this (these) discussions? ERIC Milby and some body  
from the fair. I think it was Cindy Hoyer  
we received our payment from her last year.

What time were these discussions?

Does your organization have any video of the events that took place on the evening of August 13,  
2011?

If yes, Indiana OSHA would like to request copies of any videos taken before, during or after the  
weather event.

At any time during the course of this event have any discussions of delaying the performance?

With whom were these discussions held with?

If the concert is CANCELLED does the band get paid?

Not Normal procedure to pay band after the  
start of the performance.

Nate Cromwell our lighting director sends  
spot light group up into the trusses.

END

Band was underneath the stage when it  
collapsed. The signal for show ready was  
not given.

## Questions for Sugarland Production Manager

- Who is your employer?
- 2 • What are your job responsibilities?
- 3 • Who is your immediate supervisor?
- 4 • So (he/she) directs your work activities and if you had questions about your job duties, (he/she) would be the person you would go to?
- 5 • What time did you begin work at the 2011 Indiana State Fair on August 13, 2011?
- 6 • How many employees do you supervise and what are their job titles?
- 7 • Do you supervise stagehands and Mid America sound employees?
- 8 • Do know how many truss spot light operators were being utilized for the Sugarland concert on August 13, 2011?
- 9 • How do the truss spot operators get to their work positions?
- 10 • Do they wear any type of fall protection? Who provides the fall protection? Who provides fall protection training? Who inspects the fall protection?
- 11 • Who supervises/directs the work of the truss spot operators before and during the show?
- 12 • Who communicates with the truss spot light operators?
- 13 • Are you able to communicate with the truss spot lighting operators? If so, how?
- 14 • Do you know how much the equipment that the band brings and is put up the day of the show weighs?
- 15 • Where were you and what were you doing when the structure collapsed?
- 16 • Did you ever hear the truss spot operators ask to come down from their work positions?
- 17 • Did you ever see or were you ever informed of contents of an emergency action plan that would instruct employees where they would go in the event of an emergency such as fire, tornado or other weather emergencies?
- Did anyone inform you of the bad weather that was approaching on the evening of August 12, 2011?
- Does anyone from the band monitor the weather?
- Did you see lightning any time during the evening?

Jimmy [Crown Chief]  
Petrusson

CHRIS CRAWFORD

GARY GILBERT

SUSAN WHITE

TIM M. LSTONE

Does He want For  
ERIC

1A KEN by  
QUESTIONS ASK by Will W. W.



STATEMENT  
INDIANA DEPARTMENT OF LABOR  
INDIANA OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION

I, Michelle Dukes (Suti), reside at  
2009 Toront DR in the City of ORLANDO  
(number and street)  
County of \_\_\_\_\_ State of FLORIDA ZIP code 32810  
My telephone number is (area code) (407) 467-0674  
I have been employed by EPIC LIGHTING  
located at 1901 MALLHART AVE - OXFORD CA  
(number and street, city, state and ZIP code)  
office telephone (area code) (\_\_\_\_\_) \_\_\_\_\_  
My job classification is/was LIGHTING TECH 3 years

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I hereby dispose and say: I WAS WORKING WITH SUBMITTING  
on AUG. 13, 2011 as a LIGHTING Technician  
+ SPOT LIGHT Technician. I would set  
up LIGHTS on STAGE + over see SPOT  
LIGHTS + BASIC Set up every Day.  
Everything is on the GROUND + we  
Place LIGHTS on TRUSS + They get  
Raised, including CHAIRS + Follow Spots.  
I get SPOT LIGHTS Harnessed up + They  
CLIMB up AT A Set Time. Operate  
Act went Down AT 8:15 - FINISHED.  
I'm not sure how HIGH ABOVE THE STAGE  
THE SPOT CHAIRS ARE. EPIC PROVIDES FALL  
PROTECTION + ROPE LADDER. I DON'T KNOW

**Statement of** \_\_\_\_\_

IF SPOT operators Have Been Trained. I know these guys FOR THE PAST couple of years. I know they were experienced climbers. I go over THE HARNESS WITH them for my SAFETY speech. there is NOTHING in writing on Fall protection TRAINING. I WATCHED A VIDEO WHEN I STARTED AT EPIC. Epic FURNISHES THE HARNESSES. I Don't Have any Inspection RECORDS on THE HARNESSES. nate cromwell GAVE DIRECTION TO TRUSS SPOT operators. Some of THE Riggers Have THEIR own HARNESSES. I Check & make sure they Have DOUBLE D Ring & DOUBLE LANYARDS. There were A couple DIFFERENCES in THE STAGE Setup FROM 2010 - 2011. I'm not sure IF VIDEO WALL WAS THE SAME SIZE. LED CURTAIN WAS THE SAME. MOST of THE time we HUNG THE VIDEO WALL FROM THE TRUSS. THE TRUSS HANGS FROM THE ROOF. Union & STEWART ASSIGN TRUSS SPOT operators.



STATEMENT (Affirmation continued)

Statement of \_\_\_\_\_

I can't Discipline union people. IT takes ABOUT 5 minutes TO inform ABOUT the Fall protection. I assume the union TRAINS people on Fall protection. I never ASKED ABOUT their Fall protection TRAINING. I don't know WHAT TRAINING they've BEEN THROUGH. I don't Remember seeing LIGHTNING. my crew CHIEF called me on the Radio TO get the TRUSS spot operations DOWN. NO ONE informed me of an emergency ACTION Plan. IT'S NOT POSSIBLE TO lower the ROOF WITH OUR TRUSS Hooks. It would take A couple of HOURS TO lower OUR TRUSS. The union STEWARD SUPERVISES THE STAGE HANDS

By placing my signature below and initials in various locations of this document, I am affirming that I made these statements to the CSHO whose signature is below and that I have read all of the statements in this document. Furthermore, I understand that it is a violation of Indiana Code § 22-8-1.1-37.1 to make a false statement, representation, or certification in any application, record, report, plan, or other document required pursuant to Chapter 1.1 of the Indiana Occupational Safety and Health Act (IOSHA).

I affirm under the penalties of perjury that the foregoing representations are true.

Signature: \_\_\_\_\_

1-27-2012  
Date (month, day, year)

Printed name of Compliance Officer: \_\_\_\_\_

William Windsor

I affirm under the penalties of perjury that the foregoing is a true record of the testimony given by said deponent.

Signature of Compliance Officer: \_\_\_\_\_

1-5-12  
Date (month, day, year)

Jim Milstone Attorney  
Susan White

Page 1 of    

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she is a part of Sugarlands lighting  
CREW. LAST NAME CRAOUNO

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Jimmy Petrasxon lighting crew Chief  
directs the work Assignment.

Who directs the Security personnel assigned to the Hoosier Lottery Stage area ?

I don't know.

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was No again.

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3<sup>25</sup>pm  
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page \_4\_ of \_\_

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Who participated in this (these) discussions ?

What time were these discussions ?

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**If yes,** Indiana OSHA would like to request copies of any videos taken before, during or after the weather event.

At any time during the course of this event have any discussions of delaying the performance ?

**With whom were these discussions held with ?**

If the concert is CANCELLED does the band get paid ?

END

page \_3\_ of \_\_\_\_

The Truss Spot Light operators were instructed to ascend the wire rope ladders and to get " SHOW READY"... who informs these operators to get show ready ?

Please define "SHOW READY" ?

What is Sugarland's relationship with EPIC Lighting ?

Are they under contract ? With whom ?

Due to the incoming weather from the WEST during the evening of August 13, 2011, were the current weather conditions being communicate to you and the band ?

Who was communicating these weather conditions ?

How often were the current weather conditions or warnings being communicate to you ?

Do you recall the time this information was communicate to the group ?

Was there an established weather monitoring station available for the information ?

Who was present at the monitoring site ?

If so where was this monitoring station located and who was doing the monitoring ?

**Nalley, Connie**

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**From:** Carter, Jeff  
**Sent:** Wednesday, September 21, 2011 2:49 PM  
**To:** Nalley, Connie  
**Subject:** Fw: Rollins interview

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Jeffrey S. Carter  
Deputy Commissioner of Labor  
State of Indiana

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317.233.3605 Office  
317.460.0688 Mobile

Via Blackberry

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**From:** James Milstone [<mailto:JHMilstone@kopkalaw.com>]  
**Sent:** Wednesday, September 21, 2011 02:43 PM  
**To:** Carter, Jeff  
**Subject:** Rollins interview

We are ready to speak to you. Call 3104562620. My cell is 574 606-7660.

Sent from my HTC smartphone on the Now Network from Sprint!

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Note: This e-mail may contain confidential information. If you have received this e-mail without being the proper recipient, you are hereby notified that any review, copying or distribution of it is strictly prohibited. Please inform us immediately and destroy the original transmittal. Please visit [www.kopkalaw.com](http://www.kopkalaw.com) for other information concerning our firm.

WHO IS MONITORING WRAD<sup>132</sup>

JIM -

HELEN Rollins JOHN MBL.

SUSAN WHITE  
BANY GILBERT

- WRAD<sup>132</sup> RPT FROM E MILBEX

- 7:00 PM - STAN ON WAB 9:00  
8:00 PM - SUPPOSED TV HIT 9:15

8:10 PM → POSSIBLE THUNDERSTORM

MATZ CROWN WELL →

NATE

### Questions for Sugarland Production Manager

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18. • Did anyone inform you of the bad weather that was approaching on the evening of August 12, 2011?
19. • Does anyone from the band monitor the weather?
20. • Did you see lightning any time during the evening?





STATEMENT  
INDIANA DEPARTMENT OF LABOR  
INDIANA OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION

*[Handwritten signature]*

I, NATHANIEL CROMWELL, reside at  
1445 W. WANNER AVE 6E in the City of CHICAGO  
(number and street)  
County of \_\_\_\_\_, State of IL, ZIP code 60133  
My telephone number is (area code) (615) 974 1773  
I have been employed by Lucky STAR INC.  
located at \_\_\_\_\_  
(number and street, city, state and ZIP code)  
office telephone (area code) (\_\_\_\_\_) \_\_\_\_\_  
My job classification is/was Lighting Director <sup>carpentry</sup> <sup>Back line</sup> Since Feb 2009

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I hereby dispose and say: ② I'm in charge of visual look of show, in charge of lighting crew, work with production manager. visual integrity of show ③ CHRIS CRAWFORD ④ AS IT RELATES WITH PRODUCTION. Person - Helen Rollin - gear on show - CHRIS CRAWFORD ⑤ 8:00 AM ⑥ lighting crew - 4 people TOTAL - 5 TOTAL THAT DAY. THOSE ARE CREW OF TOUR. They work for EPIC LIGHTING. I don't work for EPIC. TRUSS SPOT would be union operators. TOUR CREW would repair lighting. During show only people up on TRUSS ARE union spot operators. Union spot operators are always up there. Setting up lighting console - I go to CREW <sup>Chief</sup> ~~man~~ - He

Statement of NATHANIEL CROMWELL

GETS STATE HANDS. I EITHER GO TO  
OTHER CH. OF OR SUBORDINATE STATE MEMBER.  
JOSEPH LYNN LLOYD IS STATE MEMBER ⑧  
we used 4 ⑨ WIRE ROPE LADDERS-  
PUT ON FALL HARNESS. DURING CHAIRS OVER  
TOURING PERSONNEL TO MAKE THEM PUT ON  
FALL PROTECTION- ONE OF THE CREW  
MEMBERS. THEY VISUALLY VERIFY IT.  
⑪ STEWART SETS CADA - WHICH EMPLOYEES  
WILL DO WHAT TASK. TP MEETS WITH  
4 TRUSS SPOTS - MICHELLE WALKS  
THEM THROUGH HOW HARNESS, CHAIRS  
WORK. I MET WITH TRUSS SPOT + DISCUSS  
THEIR CUES. ON THAT DAY I DIDN'T  
GOEE THEM DETAILS, I WAS GOING TO  
DO THAT ON HEAD PHONES. I GIVE  
THEM CUES DURING SHOWS. ⑫ I DON'T  
DEAL WITH WEIGHTS. I DON'T KNOW WHO  
TOLD TRUSS SPOT OPERATORS TO GET IN  
PLACE. I DID NOT HEAR THEM ASK  
TO COME DOWN. THEY NEVER ASKED  
TO COME DOWN. ⑬ THE INFO THAT  
I RECEIVED WAS THE SAME AS THE  
AUDIENCE RECEIVED. NO ONE SHOWED ME

Statement of DATE CromwellAn Emergency Action Plan

NOTIFIED FOR 3:00 THAT WEATHER  
WAS coming in. I make sure LIGHTNING  
beam is PROTECTED. (10) FRONT OF HOUSE  
- COULD see STORM BUT SAW NO LIGHTNING.

"IF you see LIGHTNING please let me  
know, I can't see SHIT FROM HERE".

RIGHT AFTER Announcement was made  
FRONT OF HOUSE  
(11) ~~NO CROSS SPOT~~ OPERATORS TOLD me THEY SAW  
LIGHTNING. Don't know How long AFTER  
Announcement BEFORE strike collapses. Front  
OF House spot operators SAW LIGHTNING.  
NO one SAID they wanted to come Down.

JP ROLLS them THROUGH SAFETY STUFF.  
I Don't know who sent them up.

I never Directly Check WEATHER.  
(15) I Directly BEHIND FOLD UP SEATS  
AT FRONT OF House.

Events THAT Happened FROM Announcement-  
TO collapse - I HAD FRONT OF House spot looking  
FOR weather - LIGHTNING - 2 OR 3 LIGHTNING  
STRIKES. ~~THRUSS~~ SPOTS Get Down as quickly + safely as  
you can CHRIS SAW be ahead +  
Brake them Down. BAROMETER DROP - "Get The

"F Down" NO  
WRITTEN emergency plans OR HEARD OF THEM - NO  
NATIONAL Guidelines. - no meeting WITH MOD AMERICA  
THAT DAY.



STATEMENT  
INDIANA DEPARTMENT OF LABOR  
INDIANA OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION

I, CHRIS CARAWAN, reside at  
1506 Preston Drive in the City of Nashville  
(number and street)  
County of \_\_\_\_\_, State of Nashville TN ZIP code 37206  
My telephone number is (area code) (615) 804-3817  
I have been employed by Subar Land - Gellman Management Lucky STAR-TOURING  
located at Malibu California  
(number and street, city, state and ZIP code)  
office telephone (area code) (\_\_\_\_\_) \_\_\_\_\_  
My job classification is/was Production Manager January 2010

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I hereby dispose and say: ② CONTRACTOR FOR HOUSE - BRICK LAYER  
electrical - same concept BUT apply to TOUR,  
R.6610, CARPENTRY, ELECTRICAL - I oversee, I do  
ADVANCE WORK, TOUR BASE WITH venue. note  
sure we get everything up safely. ③ I go  
STRAIGHT TO Helen Rollins - she is TOUR manager.  
④ IF IT PERTAINS TO equipment, I would go to  
Dept FIRST BUT IF I need approval OR Spend  
money I go THROUGH Helen. ⑤ normally 8 am  
LOAN IN. CHECK STATE AT 7:30 - HEAR R.6610  
Representing STATE FAIR - Shows where you are  
going to Hand you Points. Our R.6610 consults  
WITH THEIR R.6610. PAUL SHEPPARD IS HEAR  
R.6610 FOR THE BAND. ⑥ R.6610 AT 40.

Statement of CHRIS CRAWFORD

Consisting of many ~~ALERS~~, ~~Libertine~~, ~~ADMs~~,  
CARPENTRY, TRUCK DRIVERS, COORDINATE BUSES,  
SOCIAL MEDIA person. Those are people with  
BAND. ⑦ No I do not supervise them.  
We are all working together. The  
STEWARDS OR HEAD RIGGERS manage their  
entire crew. Send Plot Before Hand,  
WHAT we can Handle, WHAT we can't Handle.  
OUR STATE MANAGER works Hand in Hand  
WITH STATE HAND STEWARD. ⑧ 4 - In  
some cases depends on State - There are  
only 2 - 4 MAX 2 minimum. 4 is  
WHAT I'm showing BUT NATE CROMWELL  
could better answer that. I'm the direct  
supervisor of all of the HEADS of our  
Department. ⑨ There is normally a LITTLE STEEL  
LADDER - STEEL ROPE LADDER - NATE CROMWELL  
would be your answer on all that.  
Everyone is well versed in WHAT they  
are doing. Anything out of ordinary  
they come to me. ⑩ yes normally  
wear a HARNESS - TRUSS SPOT are like  
little GO CART SEATS + they are always  
clipped in - TRUSS SPOT we always

Statement of CHRIS CRAWFORD

ASK THAT THEY BE UP RIBBON BECAUSE  
THEY ARE USE TO CLIMBING & THEY  
PROVIDE FALL PROTECTION. SPECIFIED IN  
THE ADVANCE. THE UP RIBBONS COME IN  
WITH HARNESSES & ROPES. EPIC OWNS ALL  
LIGHTING, TRUSS SPOTS & TRUSS SPOT SEATS.

- (11) YES NATE CROMWELL DIRECTS THEIR WORK.  
GIVE SPOT LIGHT & SAFETY MEETINGS. THEY  
ALL HAVE HEAR SETS ON - MAKE SURE THEY  
CAN ALL COMMUNICATE. SOMETIMES GIVE  
SAFETY MEETINGS OVER COMM. I BELIEVE  
HE DID EVERYTHING ON COMM. (13) NO. I'M  
NOT ON HEAR PHONES. (14) <sup>can give you an</sup> APPROXIMATE  
WE HUNG RIGHT AROUND 32000 POUNDS  
ENGINEERING GRID HOLD <sup>54000 pounds</sup> ~~55400~~. WE  
WERE 22000 POUNDS UNDERWEIGHT. (16) NO.  
- NATE CROMWELL IS EMPLOYED BY EPIC &  
LIGHTING CREW CHIEF JIMMY PETRUSSO EMPLOYED  
BY EPIC. (17) NO WE DISCUSS A - LET  
ME BACKUP. WE ASKED ALL DAY  
ABOUT WEATHER. I ASKED FOR WEATHER  
MEETINGS BEFORE GOWN CHECK. 8:00 PM I  
ASKED FOR MEETINGS - 8:00 - 8:15 - HELEN,  
ME, ERIC MILBY, WEATHER LADY - MONITORING

Statement of CHRIS CRAWFORD

weather FOR us - SAID weather  
would HIT ABOUT 10:00 - 15 mph  
winds - no lightning - LASTEN UNTIL  
8:20 - ERIC was on RADIO. LAST  
meeting until someone came over.  
PATRONS UNDERNEATH GRAND STAND - BAND  
UNDERNEATH STAGE. I THINK IT WAS  
CINDY - meeting was under stage in  
PRODUCTION OFFICE. I REMEMBER GOING UP  
AT 8:35 ISH & SAW LIGHTNING - 10 MINUTES  
BEFORE. I SAID I SAW LIGHTNING & HELEN  
SAID SHE SAW IT TOO. 8:35 - 8:40  
NATE SAID HE WAS BRINGING TRUSS SPOT  
OPERATORS DOWN. THEN WIND WENT  
FROM ZERO TO MAJOR WIND. I HAVE  
RADIO. I HEARD NOISE, SAW WIND,  
IT HAPPENED WITHIN MINUTES - SECONDS, IT  
HAPPENED ALMOST IMMEDIATE. THIS WENT  
0 - 70 IN A MATTER OF SECONDS. I  
WAS PROBABLY AN INCH & SECONDS AWAY  
FROM BEING DEMOLISHED. I JUST SAW  
ONE LIGHTNING FLASH IN DISTANCE. ONCE  
YOU SEE LIGHTNING - YOU CALL IT.  
OUR EMERGENCY PLAN IS IN WRITING.

Statement of CHRIS CRAWFORD

We Have Been on HIGH WEATHER ALERT ALL Summer, So we are in Tune with weather & don't take it lightly. Prepared to Evacuate. Internet connection not great. Last meeting was Mon - at this point it could hit as early as 9:45. I don't know where union Ribbens go when it rains.

Show call people - 4 TRUSS SPOTS - 4 House SPOTS - others come Back 30 minutes Before end of Show. I Advancer everything with ERIC Milby. He gives it to Union. My Head Ribben Advancer with Head Ribben of State. I have Radio contact with ERIC. I ~~didn't~~ <sup>was</sup>

I don't know what kind of an announcement they were going to make. I don't know if I saw Lightning Before or After announcement. They said we're gonna make an announcement & let people know what the deal was. Pretty nonchalant announcement.

April 15 - Tuscaloosa

11-22-11 Telephone interview from

JEFF CARTER'S Office





Chris

Questions for Sugarland Production Manager

1. Who is your employer?
2. What are your job responsibilities?
3. Who is your immediate supervisor?
4. So (he/she) directs your work activities and if you had questions about your job duties, (he/she) would be the person you would go to?
5. What time did you begin work at the 2011 Indiana State Fair on August 13, 2011?
6. How many employees do you supervise and what are their job titles?
7. Do you supervise stagehands and Mid America sound employees?
8. Do know how many truss spot light operators were being utilized for the Sugarland concert on August 13, 2011?
9. How do the truss spot operators get to their work positions?
10. Do they wear any type of fall protection? Who provides the fall protection?
11. Who provides fall protection training? Who inspects the fall protection?
11. Who supervises/directs the work of the truss spot operators before and during the show?
12. Who communicates with the truss spot light operators?
13. Are you able to communicate with the truss spot lighting operators? If so, how?
14. Do you know how much the equipment that the band brings and is put up the day of the show weighs?
15. Where were you and what were you doing when the structure collapsed?
15. Did you ever hear the truss spot operators ask to come down from their work positions?
16. Did you ever see or were you ever informed of contents of an emergency action plan that would instruct employees where they would go in the event of an emergency such as fire, tornado or other weather emergencies?
17. Did anyone inform you of the bad weather that was approaching on the evening of August 13, 2011?
19. Does anyone from the band monitor the weather?
18. Did you see lightning any time during the evening?
20. When it rains where do riggers go.

Does Epic Supervise  
Any of Truss Spot ops  
Are your emergency plans written

## 2010 INDIANA STATE FAIR COMMISSION ("ISFC") RIDER



**SUGARLAND**  
**Friday, August 20, 2010 @ 8:00PM**

THE TERMS OF THIS ISFC RIDER WILL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS CONTAINED IN THE ENGAGEMENT CONTRACT AND ITS ASSOCIATED RIDERS. THIS RIDER IS INCORPORATED BY REFERENCE AS PART OF THE ENGAGEMENT CONTRACT.

### INDIANA STATE LAW AND/OR STATUTES GOVERN THE FOLLOWING:

1. **PAYMENTS** – All payments will be made by ISFC check at the conclusion of the performance. The check will be made payable to the person or entity entering into the Engagement Contract unless otherwise specified below. The ISFC is required to report this payment, accompanied by the employee identification number of the payee, to the IRS.

Issue check to \_\_\_\_\_

Complete Address \_\_\_\_\_  
\_\_\_\_\_

Federal Identification Number \_\_\_\_\_

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20.

2. **ALCOHOLIC BEVERAGES** - IC 7.1-3-21-14 prohibits the sale or dispensing of alcoholic beverages, including beer, on the Fairgrounds during the Indiana State Fair. Therefore, alcoholic beverages will not be included in food and drink requests of entertainers and crews.

3. **FORCE MAJEURE** - In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

4. **INDEMNIFICATION**

Contractor agrees to indemnify, defend and hold harmless the Indiana State Fair, the Indiana State Fair Commission and the State of Indiana and its agents, officers and employees from all claims and suits including court costs, attorney fees, and other expenses, caused by any act of the Contractor and or subcontractors, if any, against any and all injuries including death. Contractor may look to the Indiana Tort Claims Act, IC34-13, for any allowable claims against the State and Commission.

5. **MAXIMUM COMBINED AGGREGATE LIABILITY** - The ISFC falls within the coverage of the Indiana Tort Claims Act, IC 34-13-3, et seq. IC 34-13-3-4 provides that the combined aggregate liability of all governmental entities and all public employees acting within the scope of employment does not exceed \$700,000 for injury or death of one (1) person in any one (1) occurrence and does not exceed \$5,000,000 for injury or death of all persons in that occurrence.

6. **NO ADDITIONAL COMPENSATION OR PAYMENTS** - State contracting procedures prohibit the ISFC from paying any additional compensation, fees or expenses other than the agreed sums and percentages set forth in the Entertainment Contract.

7. **NON-DISCRIMINATION** - Pursuant to IC 22-9-1-10, Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract.

8. **ORDER OF PRECEDENCE**

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) the ISFC Rider; (2) Contract.

9. **SECURITY** - Indiana State Police provides a large contingent of officers to work during the Fair. There is also a detail of State Police assigned to each of the entertainment facilities; i.e. Pepsi Coliseum and ISF Grandstand. They are familiar with the State Fair audiences and shows, and are most cooperative.

**THE FOLLOWING RULES AND POLICIES OF THE ISFC ARE ALSO APPLICABLE AND INCORPORATED INTO THE ENTERTAINMENT CONTRACT:**

10. **BACKSTAGE IDENTIFICATION** - The ISFC stage manager will issue backstage passes to ISFC personnel who typically have required functions related to the stage. Gatekeepers will recognize ISFC passes as well as Artist's passes.

11. COMPLIMENTARY TICKETS - The ISFC requires complimentary tickets equal to 2% of the capacity, such tickets to be used by ISFC in its sole discretion.

12. DOORS - The doors to the ISFC Grandstand will open to the public one hour prior to the scheduled time of the show.

13. EXCLUSIVE PERFORMANCE - Artist agrees not to perform or advertise 90 days prior to and 30 days after the date of this performance within a 100-mile radius of the Indiana State Fairgrounds.

14. FLY SOUND/LIGHTS - ISFC expects to erect a temporary roof/grid system to accommodate flying lights for Fair Concerts and/or Events. Sound wings are provided downstage left and right for stack sound.

15. INCLUSIVITY - Performer shall, at Contractor's own expense, provide and be responsible for any and all supplies, employees, travel-related expenses, etc. needed to carry out the terms of this contract. Purchaser has no financial obligation to the Contractor whatsoever other than those detailed in the contract/agreement.

16. NON-COLLUSION - The undersigned, being duly sworn on oath, says that he/she is the contracting party, or, that he/she is the representative, agent, member, or officer of the contracting party; that he/she has not, nor has any other member, representative, agent or officer of the contracting party, directly or indirectly, entered into or offered to enter into any combination, collusion, or agreement to receive or pay, and that the undersigned has not received, or paid, any other consideration for the execution of the Engagement Contract or this Rider other than which appears upon the face hereof.

17. OFFENSIVE LANGUAGE & PROFANITY - Please be aware that some members of Artist's audience as well as Fair attendees outside the ISFC Grandstand may be sensitive to offensive language and/or profanity. No offensive language and/or profanity intentionally directed to the audience shall be allowed.

Notwithstanding this prohibition, it is not the intent of ISFC or its Directors to censor lyrical content or to challenge artistic freedom. Instead, ISFC asks that Artist make a conscious effort to be sensitive to the family-friendly environment of the Fair and refrain from the unnecessary use of offensive language and/or profanity.

18. OPENING ACTS - The ISFC reserves the right to approve all opening acts.

19. PROGRAM & NOVELTY MERCHANDISING - The ISFC has an exclusive contract for the sale and distribution of all approved merchandising, including, but not limited to, programs, photographs, albums, tapes, discs, hats, T-shirts, novelties. Said contract holder will sell any such items provided by the artist with all proceeds, net of Indiana Sales Tax, being divided 70% to the Artist and 30% to ISFC sales organization.

20. **SAFETY REGULATIONS.** The Artist shall not throw or toss objects of any kind from the stage, or encourage patrons to throw or toss any sort of object to the stage. The Artist shall not call patrons to the stage, encourage patrons to come to the stage, or to dance, stand, or sit in the aisles or otherwise block ingress or egress from the venue. No bottled gasses are permitted at the ISFC Grandstand.

21. **STANDARDS OF PERFORMANCE** – Contractor's services shall be of professional quality and performed in accordance with Indianapolis, IN community standards. Contractor agrees to consult with the Purchaser's staff as necessary, to assure that Contractor understands the nature and scope of the work to be performed hereunder and its satisfactory completion.

22. **TICKETS.** The ISFC uses the Ticketmaster system for Indiana State Fair Events. Tickets sold through Ticketmaster include an \$9.00 Fair Gate Admission charge. This Fair Gate Admission is excluded from Artist's settlement.

23. **TRANSPORTATION** - The ISFC does not furnish limousines or limousine transportation. If asked, ISFC personnel will assist in making arrangements at the Artist's request and expense.

24. **TURNSTILES** - not available at ISFC Grandstand Entry Points.

25. **VENUE SPONSORSHIPS** – For the ISFC Hoosier Lottery Grandstand, all promotional materials and signage must identify the venue as the ISFC Hoosier Lottery Grandstand. Pepsi-Cola is the venue sponsor of the Coliseum. All promotional materials and signage must identify the venue as the Pepsi Coliseum.

In witness whereof, the parties have executed this Rider effective as of the dates set forth below.

INDIANA STATE FAIR COMMISSION

ARTIST/CONTRACTOR/CLIENT

BY: \_\_\_\_\_

Executive Director

Date \_\_\_\_\_

5/3/10

Date \_\_\_\_\_



**CREATIVE ARTISTS AGENCY**

3310 West End Avenue, Suite 500  
Nashville, TN 37203  
615-383-8787/615-383-4937 Fax

March 02, 2010

Amie LoPresti  
Live-360--Indianapolis, IN  
3815 River Crossing Rd. Suite 100  
Indianapolis, IN 46240

<b>RE:</b>	<b>SUGARLAND</b>
<b>CORP:</b>	Lucky Star Inc. f/s/o Sugarland(20-4098616)
<b>DATE/SHOWTIME:</b>	Fri 08/20/10 - 08:00 PM
<b>VENUE:</b>	Indiana State Fairgrounds - Indianapolis, IN
<b>DEAL:</b>	\$298,000.00 guarantee + \$30,000 for Artist supplied sound and lights + \$4500 for Artist supplied catering + 85% of GBOR after all approved taxes at \$475,000.00 of GBOR
<b>Billing:</b>	Artist to receive 100% Headline billing and close show.
<b>Performance Length:</b>	Artist to perform one complete show. Purchaser requires 90 minute minimum show.
<b>Sound and Lights:</b>	Artist to supply own sound and lights.
<b>Support Talent:</b>	Purchaser to pay \$22,500 for support talent, <b>LITTLE BIG TOWN</b> .

Dear Amie:

Enclosed please find the contracts and riders for the above-mentioned engagement. Please sign all copies and return them to my office as soon as possible for further processing. If you have any questions, please do not hesitate to call.

Best Regards,

Stan Barnett (STAN)  
CREATIVE ARTISTS AGENCY

**PLEASE NOTE DEPOSITS ARE DUE AS FOLLOWS  
AND MAY BE PAID BY CERTIFIED CHECK OR  
FEDERAL RESERVE BANK WIRE TRANSFER:**

No deposits are required

**WIRE TRANSFER SHOULD BE SENT TO:**

City National Bank  
400 North Roxbury Dr., 4th Floor  
Beverly Hills, CA 90210  
Attn: Mariam Zakian (310) 888-6186  
Acct# [REDACTED]  
ABA# [REDACTED]  
Swift Code: [REDACTED]

**PLEASE NOTE THAT WE DO NOT ACCEPT ACH CREDITS**

AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA  
(HEREIN CALLED "FEDERATION")



CREATIVE ARTISTS AGENCY

3310 West End Avenue, Suite 500

Nashville, TN 37203

615-383-8787/615-383-4937 Fax

ELECTRONIC

FOR TRAVELING ENGAGEMENTS AND LOCAL ENGAGEMENTS

Whenever The Term "The Local Union" Is Used In This Contract, It Shall Mean The Local Union Of The Federation With Jurisdiction Over The Territory In Which The Engagement Covered By This Contract Is To Be Performed:

This Contract for the personal services of musicians on the engagement described below is made this 2nd day of Mar, 2010 between the undersigned purchaser of music (herein called "Purchaser") and the undersigned musician or musicians

1. Name and Address of Place of Engagement: Indiana State Fairgrounds - Indianapolis, IN

Name of Band or Group SUGARLAND - Lucky Star Inc. f/s/o Sugarland (20-4098616)

Number of Musicians Six (6)

2. Date(s), Showtime: Fri, 20th of August, 2010 @ 08:00 PM

3. Type of Engagement (specify where dance, stage show, banquet, etc): Public Concert

4. Additional Information:

Billing: Artist to receive 100% Headline billing and close show.

Performance Length: Artist to perform one complete show. Purchaser requires 90 minute minimum show.

Sound and Lights: Artist to supply own sound and lights.

Support Talent: Purchaser to pay \$22,500 for support talent, LITTLE BIG TOWN.

Additional Provisions:   
\* Purchaser shall provide Artist with seventy-five (75) complimentary tickets for each performance of the Engagement, located in prime locations.   
\* Radio, TV, Print and E-cards are available from Bill Young Productions (www.concerts.com). Please order Radio and TV from your usual account representative. Print can be ordered through their website at <http://admtts.concerts.com/PrintOrderForm.aspx>. Bill Young Productions can be contacted at 281-240-7400. B.Y.P. may require a prepayment and credit application for new customers.

\*For the avoidance of doubt, this offer and/or agreement is in connection with an event that may include a rodeo. As such, Producer and/or Artist acknowledge that if they are aware of such possibility and agree that any acceptance of the offer or terms of the agreement includes acceptance of a rodeo component in connection with the event.

\*Artist to be paid in full in the event of inclement weather - rain or shine. -- *provided they perform*   
\*No cancellation privileges except in the case of illness, acts of God, or any other reasonable circumstance outside of the Artist's control.

\*Purchaser requests Artist to attend meet and greet with 20 fair VIPs, subject to Management approval.   
RADIUS: 90 miles; prior to and 90 days following stated engagement date (Including: Indianapolis, IN, Ft. Wayne, & Terre Haute, IN. Excluding from radius clause are Louisville, KY, Cincinnati, OH & Columbus, OH).

Merchandise: 75/25 (90/10 cds, dvds, and books)

Who Sells: Venue sells

5. COMPENSATION AGREED UPON (Amount and Terms):   
\$298,000.00 guarantee + \$30,000 for Artist supplied sound and lights + \$4500 for Artist supplied catering + 85% of GBOR after all approved taxes at \$475,000.00 of GBOR

TICKET SCALING:		Show Type: Public Concert			
P-1	4,604	@	\$51.00	\$234,804.00	
ARTIST COMPS	75	@	\$0.00	\$0.00	
Comps	25	@	\$0.00	\$0.00	
P-2	6,883	@	\$36.00	\$247,788.00	
P-3	4,066	@	\$26.00	\$105,716.00	
Total Capacity:	15,653		Gross Potential:	\$588,308.00	
Total Tax%	.00%		Tax/Deductions:	(\$0.00)	Net Potential: \$588,308.00

ADDITIONAL PER TICKET CHARGES

TYPE	COST	INCL. IN PRICE?
Gate Admission Fee	\$7.00	no
Facility Fee	\$2.00	no

Notes:   
25 comps=Little Big Town

6. DEPOSITS/CONTRACTS: No deposits are required   
Purchaser will make payments as follows: all payments shall be paid by certified check, money order, bank draft, wire transfer, or cash.   
Notwithstanding the foregoing, all deposits will be paid by PURCHASER to CREATIVE ARTISTS AGENCY, LLC's client trust account on behalf of Producer. Any required income tax reporting obligations of Purchaser for payments made hereunder shall be reported as solely for Producer, regardless of payments sent to CAA on behalf of Producer, including but not limited to deposits. **CONTRACTS MUST BE RETURNED WITHIN 30 DAYS OF RECEIPT.** BALANCE of Guarantee, Plus Percentage Payments, if any, and Sound and lights Payments, if any, to be paid in United States Currency by PURCHASER to ARTIST no later than Prior to Performance, evening of engagement

(continued on next page)

SUGARLAND - Indiana State Fairgrounds - Indianapolis, IN (Buyer: Indiana State Fair - Indianapolis, IN)

7. Riders Attached Hereto Are Hereby Made a Part Hereof.
8. If Artist is Headlining This Engagement: "All Support Talent is Subject to Artist Approval"
9. If Artist is Supporting This Engagement: "Artist's Performance is Subject to the Appearance and Approval of the Headliner."
10. No performance on the engagement shall be recorded, reproduced or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the Federation relating to and permitting such recording, reproduction or transmission.
11. It is expressly understood by the Purchaser and Musician(s) who are parties to this contract that neither the Federation nor the Local Union are party to this contract in any capacity except as expressly provided in 10 above and, therefore, that neither the Federation nor the Local Union shall be liable for the performance or breach of any provision hereof.
12. A representative of the Local Union, or the Federation, shall have access to the place of engagement covered by this contract for purposes of communicating with the musician(s) performing the engagement and the Purchaser.
13. The agreement of the musicians to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, act of god or any other legitimate conditions beyond their control.

THE FOLLOWING PROVISIONS (SECTION 14) ARE ONLY APPLICABLE TO "LOCAL ENGAGEMENTS" AS DEFINED BY THE FEDERATION:

14. Resolution of controversies or claims: Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be submitted to arbitration under one of the following procedures to be selected by the Purchaser at the time that this contract is signed, by placing his or her initials in the box adjacent to the procedure selected. In the event that neither box is initialed, it will be presumed that the Purchaser has chosen the applicable procedures set forth in "B".

☐ A (American Arbitration Association) Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the Award rendered may be entered in any court having jurisdiction thereof. The cost of the arbitration proceeding, except those cost personally incurred by the parties hereto for the presentation of their own case, shall be shared equally by the Purchaser and the Signatory Musician(s).

☒ B (Local Union) Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration by the Executive Board or other body of the Local Union charged with responsibility of settling such controversy or claim. All rulings and awards made by the Local Union in arbitration hereunder may be appealed to the International Executive Board of the Federation (herein called "IEB") any party who was a participant therein. Appeals from such proceedings shall be perfected in the manner provided in the Rules of Practice and Procedure of the IEB in effect at the time of such appeal. All rulings and awards made by the Local Union in arbitration which are not appealed to the IEB shall be final and binding upon the Purchaser and participating musician(s). Any party to an arbitration proceeding before the Local Union or, to an arbitration appeal to the IEB may bring an action to confirm or enforce a final determination and award of the Local Union or, if appealed, of the IEB in the courts of the jurisdiction in which the office of the Local Union is located; and the Purchaser and participating musician(s) agree to submit to the jurisdiction of such court or courts for that purpose.

Names of All Musician(s)	Local #	U.S. Social Security Numbers
Jennifer Odessa Nettles		
Kristian Merrill Bush		
James Scott Patton		
Brandon Jackson Bush		
Ann Dulany Clements		
Robert Thaddeus Beaty		

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written

Cynthia Hoyer - Indiana State Fair - Indianapolis, IN  
PRINT PURCHASER'S FULL AND CORRECT NAME  
(IF PURCHASER IS CORP. FULL AND CORRECT CORP. NAME)

X  
SIGNATURE OF PURCHASER (OR AGENT THEREOF)

Indiana State Fair - Indianapolis, IN  
Cynthia Hoyer  
1202 East 38th Street  
STREET ADDRESS

Indianapolis	IN	46205
CITY	STATE	ZIP CODE
317-927-7524		
Business Phone		

Gail Gellman  
SIGNATORY MUSICIAN HOME LOCAL UNION NO

SIGNATURE OF SIGNATORY MUSICIAN

Gail Gellman

MUSICIAN'S HOME ADDRESS

Malibu	CA	90265
CITY	STATE	ZIP CODE
310-456-2620		
Business Phone		

Stan Barnett	342850
Booking Agent	Agreement No.

Mail To: Amie LoPresti; Live 360; 3815 River Crossing Rd. Suite 100; Indianapolis, IN 46240  
Business phone: (317) 843-8000; Business fax: (317) 706-0871





## 2010 TOUR CONTRACT RIDER

Revision 2-4-10

### MANAGEMENT

#### **GELLMAN MANAGEMENT**

Gail Gellman  
23852 Pacific Coast Hwy Suite 920  
Malibu, CA 90265  
Phone: 310.456.2620  
Fax: 310.456.1415  
E-Mail: [gail@gellmanmgmt.com](mailto:gail@gellmanmgmt.com)

Hellen Rollens  
Gail's assistant / Tour Manager  
Cell: 310.721.0752  
Office: 310.456.2620  
E-fax: 310 919 2853  
[hellen@gellmanmgmt.com](mailto:hellen@gellmanmgmt.com)

### TOUR-MANAGER

Hellen Rollens  
Cell: 310.721.0752 E-Mail:  
[hellen@gellmanmgmt.com](mailto:hellen@gellmanmgmt.com)

### BOOKING AGENCY

CAA  
John Huie  
3310 West End Ave Suite 500  
Nashville, TN 37203  
Phone: 615.383.8787  
Fax: 615.383.4937  
E-Mail: [jhuie@caa.com](mailto:jhuie@caa.com)

### PRODUCTION MANAGER

David Haskell  
Phone: 615.714.5008  
E-Fax: 615.523.4443  
E-Mail: [davidhaskell@comcast.net](mailto:davidhaskell@comcast.net)

### MERCHANDISE

#### **RICHARDS & SOUTHERN**

Rich Blum  
Phone: 615.479.4273  
E-Mail: [Blumbjdad9@aol.com](mailto:Blumbjdad9@aol.com)

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## **LUCKY STAR, INC.**

This Rider ("Rider") is attached to and made part of the contract ("Contract") between Lucky Star, Inc. ("Producer") furnishing the services of Sugarland ("Artist") and the purchaser of said services ("Purchaser") as defined on the face of the Contract in connection with Artist's Performance(s) at the venue(s) described therein (the "Venue" or "Engagement"). Producer and Purchaser hereby agree to the following additional terms and conditions, which are necessary in order to provide the best possible show for the Purchaser.

### **I. BILLING / ADVERTISING**

#### **A. HEADLINE ACT**

Unless otherwise stated to the contrary in the Contract, Artist shall receive one hundred percent (100%) sole headline billing in any and all press releases, advertisements and other publicity including, but not limited to, radio, television, ad mats, tickets, fliers, newspapers, programs, signs, lobby boards, and marquees. Producer shall have approval over each of the foregoing. No other name or photograph shall (i) appear in equal or larger type with respect to size, thickness, boldness, or prominence that the type afforded Artist; nor (ii) shall appear on the same line or above the name or likeness of Artist.

#### **B. ADVERTISING**

1. Producer reserves right of approval, in writing, of any and all advertising and promotions. All inquiries regarding Artist, including, but not limited to those from press, TV, and radio must be directed through the appropriate Artist representative. Upon sell-out of an Engagement, Purchaser shall promptly stop all advertising in connection therewith.

2. Purchaser agrees to use all ad mats, photographs and other material provided by Producer. There will be no logos used on our ad slick or television spots, other than logos provided by Producer.

3. The name, photograph or other likeness of Artist may not be used or associated, directly or indirectly, with any product or service, nor may it be used in or on any program or souvenir book, poster, pamphlet or any other material or merchandise for sale without the express written consent of Artist's Manager.

4. Purchaser also agrees not to commit Artist to any personal appearances, interviews, photos, meet and greets, autograph sessions, or any other types of appearances without prior written consent of Artist's manager.

#### **C. RADIO**

1. No stations may be contacted for advertising, promotion, concert announcement, for any reason at all until an APPROVED marketing plan has been agreed to by Artist's manager.

2. There will be no welcoming stations in any market where there are two or more competing stations.

3. No backstage passes (contests, staff, etc.) can be given to any radio station without approval of Producer.

### **II. CANCELLATION - See ISFC Rider**

Producer shall have the right, in its sole discretion, to cancel the Engagement without liability to Purchaser, by giving Purchaser notice thereof at least thirty (30) days prior to the Engagement. - No Cancellation privileges

### **III. FORCE MAJEURE - See ISFC Rider**

If Artist's performance(s) hereunder is rendered impossible, hazardous or is otherwise prevented or impaired due to sickness, inability to perform, Act(s) of God, riots, strikes, labor difficulties, accident interruption or failure of means of transportation, epidemics, earthquakes or any act or order of any public authority, and/or any other cause of event, similar or dissimilar, beyond Producers control, then Producers obligations with respect to the affected performance(s) shall be excused and Producer shall have no liability to Purchaser in connection therewith. Provided Artist is ready, willing and able to perform, Purchaser shall remain liable to pay Producer the full contract price plus any percentage moneys called for in the Contract regardless of the occurrence of any of the foregoing events. For purposes of the provision, the term "Artist" shall include Artist or any member thereof.

#### IV. INCLEMENT WEATHER

Producer's obligations hereunder shall be excused and Producer/Artist shall have no liability to Purchaser if Artist determines in good faith that their performance is (or is likely to be) rendered impossible, hazardous, or is otherwise prevented or impaired due to inclement weather. It is agreed and understood that the decision to cancel any engagement hereunder due to weather conditions shall be made solely by Artist or Artist's representative at his sole discretion. In such event (and notwithstanding anything to the contrary), Purchaser shall remain liable to Producer for the full contract price plus any percentage moneys called for in the Contract. Purchaser understands and agrees that ARTIST WILL NOT PERFORM ON A WET STAGE. Artist must perform in order to receive full payment.

#### V. STAGING

1. Purchaser shall provide and pay for a 60'w x 48'd stage suitable for its intended purpose. Without limiting the generality of the foregoing, said stage should be designed and constructed in order to accommodate Artist's production requirements including those contained in the attached Artist Production & Technical Rider(s).

2. If the Engagement is to be performed outdoors, Purchaser shall provide and pay for adequate stage covering and grounding to protect all persons and equipment involved in the production of the Engagement (including Producer and their crew) from heat and inclement weather and dangerous conditions resulting there from. The foregoing shall apply to, without limitation, all stage areas, mixing consoles and wiring. Producer shall have the sole right to determine in good faith whether such covering and grounding is adequate.

#### VI. CREATIVE CONTROL

Producer shall have exclusive control over all creative elements of the Engagement including, without limitation, the creative elements of the following: sound, lights, choice of performers (including master of ceremonies and welcoming speakers) and their length of performance, stage sets, curtains, backdrops, song selection, manner of performance, and any music, film or videotape played to patrons at any time during the Engagement including prior to performance and during intermission.

#### VII. ANCILLARY RIGHTS

##### A. RECORDING

Purchaser will not permit the audio and/or visual recording or the audio and/or visual broadcast of all or any part of the Engagement without the express written consent of Producer. No portion of the engagement may be taped, broadcast, recorded, filmed or embodied in any form, for any purpose, without the prior written consent of Artist's Manager. Purchaser will deny entrance to any person carrying any audio and/or video recorder. Artist shall have the sole and exclusive right to film, record, tape or otherwise reproduce and embody any and all performances, including, without limitation, audio tape, video tape, and other audio visual process or solely audio or solely visual (per local union regulations and venue regulations fee).

##### B. RIGHT OF PUBLICITY

Except as otherwise agreed in writing, nothing contained herein is intended, nor shall it be construed, to grant Purchaser any rights in connection with the use of the name, voice, likeness, logo or biographical information of Artist or any member thereof.

##### C. MERCHANDISING - Venue Sells

1. Producer, or its designee, shall have the sole and exclusive right, without obligation to any party, to sell and distribute all photo albums, souvenir books, pictures, CD's, tapes, T-shirts, binoculars or any other show items at the Engagement including, without limitation, merchandise containing the name, voice, likeness, and logo of Artist and any member thereof (collectively "Artist's Merchandise").

2. Unless otherwise agreed to in writing, <sup>75/25</sup> ~~Producer shall retain one hundred (100%)~~ of the gross receipts resulting from the sale of Artist's Merchandise. 90/10 Recordings.

3. Purchaser shall provide, at its sole cost, well lit, secure and prime locations for merchandising.

4. Producer shall have sole approval over any vendors selling Artist's Merchandise. Purchaser shall, at its sole cost, prohibit the sale or distribution of all unauthorized merchandise on or adjacent to the Venue.

5. No other souvenir or printed matter of any kind will be sold or distributed during Engagement. No waiver of the provisions of this paragraph shall be affected or permitted without the express approval of Artist's Manager.

6. Purchaser shall provide and pay for a minimum of four (4) eight-foot (8') cafeteria/banquet style tables to use to display Producer's merchandise.

7. All merchandise percentages will be paid after appropriate sales tax is taken out.

**D. SPONSORSHIP**

All forms of sponsorship whether specifically for Artist's Engagement or part of an ongoing series must be authorized in writing by Producer/Artist's Manager prior to Engagement. *Vinyl has sponsors.*

**VIII. SETTLEMENT/PAYMENT**

1. All payments by Purchaser to Artist required under and pursuant to this agreement shall be made in the form of cash, certified check, or cashier's check payable prior to performance.

2. If payment or any part thereof of Engagement hereunder is based on a percentage of gross admission receipts, then such admission receipts shall be computed on the actual full admission price provided on each ticket, and, in the absence of prior written agreement by Producer, no ticket shall be offered or sold at a discount or premium. In the case of payment being based on the percentages, as set forth above, no more than ten (10) complimentary tickets shall be offered or given away by Purchaser, and no one authorized by Purchaser shall be allowed into any part of Engagement venue without a ticket or free without Producer and/or Artist's manager's written consent, with exception of Artist's complimentary tickets.

3. If payment is based in whole or part on a percentage of gross admission receipts, with return of signed contract, Purchaser will provide to Artist's Tour Representative, prior to performance, a plot plan and a notarized printer's manifest of the house (notarized and signed statement from printer of the tickets, listing the amount of tickets printed at each price) broken down and totaled to give accurate reflection of gross potential. Any deviation from this on the day of Engagement will constitute forfeiture on part of Purchaser of all moneys in discrepancy. Artist's Tour Representative shall be allowed to be present in the box office at any and all times and shall be permitted to inspect ticket sales and otherwise determine gross receipts at each engagement.

4. If payment is based in whole or in part on a percentage of gross admission receipts, Purchaser agrees to have on hand at place of performance, on night of show, for counting verification by Artist's representative, all unsold tickets. Artist shall be compensated for difference between number of unsold tickets and number of tickets shown by the ticket manifest. If Purchaser should violate any of the preceding paragraphs of this section, it shall be deemed that Purchaser has sold a ticket for each seat (and any permitted standing room) at highest ticket price.

5. No admission tax shall be deducted from the gross box office receipts before computing percentages unless the amount of tax is stated on the face of the Contract. Unless Purchaser advises Artist promptly after submission of the Contract to Purchaser of any and all income or similar taxes which may be required to be withheld from monies earned by Producer from this engagement, any such tax shall be paid and borne solely by Purchaser.

6. Financial terms and conditions of this contract have been agreed upon based on exact ticket price/capacity/advance gross potentials as stated on the face of this contract. If gross receipts for engagement hereunder exceed stated advance gross potential, Artist shall be entitled to one hundred percent (100%) of the difference between stated and actual gross potential.

7. PRE-SETTLEMENT WILL BE REQUIRED BY PROMOTER AT APPROXIMATELY 4:00 PM ON SHOW DAY. PLEASE COORDINATE EXACT TIME & LOCATION WITH PROMOTER REP. PLEASE EMAIL SOLD MAP & AUDIT THE DAY BEFORE SHOW TO PROMOTER REP. ALSO, PLEASE HAVE A HARD COPY OF SOLD MAP & AUDIT ALONG WITH A HOUSE RADIO AVAILABLE AT LOAD-IN.

**IX. COMP TICKETS**

Purchaser shall provide SEVENTY FIVE (75) top priced tickets, at no expense to Producer, for each performance of the engagement. PLEASE REFER TO TICKETING MANUAL FOR EXACT ALLOCATION. If these are not used, they will be turned in for sale on day of concert. Any unclaimed tickets may be sold fifteen (15) minutes before the performance begins or when released by Producer's representative. No comp tickets shall be distributed by Purchaser without prior written approval of Producer. If approved, a list of those to whom tickets were distributed shall be available to Tour Manager prior to show.

## **X. BREACH**

1. Each of the terms and conditions of this Rider and Contract is necessary and essential for Artist's full performance of its obligations hereunder. Accordingly, if Purchaser refuses or neglects to fulfill all of the terms and conditions contained in the Rider or the Contract (including, without limitation, the payment of any moneys due and any services and items required hereunder) then Purchaser shall be deemed in material breach of contract. In such event, Producer shall have the right, without waiver of any other rights and/or remedies, all of which are reserved: (i) to refuse to perform this Contract; (ii) to cancel the Engagement; and (iii) to retain any amounts paid to Producer as partial compensation.

2. If on or before the date of the Engagement, Purchaser has failed, neglected, or refused to perform any contract with any other performer or entity, or if the financial standing or credit of Purchaser has been impaired or is unsatisfactory (in Producer's good faith opinion), Producer shall have the right to demand immediate payment of the full contract price specified herein. If Purchaser fails or refuses to make such payment immediately, Purchaser shall be deemed in anticipatory breach of contract. In such event, Producer shall have the right, without further obligation to Purchaser (i) to refuse to perform this contract; (ii) to cancel the Engagement; (iii) to retain any amounts paid to Producer as partial compensation; and (iv) Purchaser shall remain liable to Producer for the full contract price, including any percentage moneys due. The foregoing is in addition to all other rights and/or remedies available to Producer in law and/or equity.

## **XI. CHOICE OF LAW AND FORUM/ATTORNEY'S FEES**

This Rider and Contract shall be deemed made and entered into the State of Tennessee and shall be governed by the laws of such State applicable to contracts entered into and wholly to be performed therein. The State or Federal courts located in Nashville, Tennessee shall have exclusive jurisdiction over any disputes arising hereunder and the parties hereto agree to submit to the jurisdiction of these courts. In such event, the prevailing party to such dispute shall have the right to be reimbursed by the other party for its reasonable attorney's fees.

## **XII. INTERNATIONAL TRAVEL**

If the Engagement is to be performed outside the continental limits of the United States, Purchaser agrees to procure, at its sole expense, the necessary visas, work permits, customs clearances and any other documents of any nature whatsoever necessary or usually obtained to enable Artist, entourage and their equipment to enter and leave the country of the Engagement and for Artist and Artist's performers to render their services hereunder. Purchaser shall cause the foregoing to be provided to Producer (or to such location as directed by Producer in writing) in a timely manner. To the extent Purchaser requests any information or documents from Artist or Producer in connection therewith; such request shall be in writing and shall be made in a timely manner.

## **XIII. INSURANCE - See ISFC Rider**

1. Purchaser shall provide, at its sole cost, Commercial General Liability insurance covering all claims, liabilities or losses directly or indirectly resulting from injuries to any person (including bodily and personal injury) and from any property damage and/or loss in connection with the Engagement. Such insurance shall be in the amount required by the Venue, but shall not be less than One Million U.S. Dollars (\$1,000,000) aggregate per occurrence and One Million U.S. Dollars (\$1,000,000) per event. Purchaser shall list Lucky Star, Inc., Sugarland, and each of their respective agents as additional insured in connection with the foregoing policies.

2. Purchaser shall also provide, at its sole cost, a policy of Worker's Compensation insurance covering all Purchasers' employees, subject to the requirements of the applicable state or foreign law. Purchaser shall provide certificates of insurance upon request.

## **XIV. INDEMNIFICATION - See ISFC Rider**

Purchaser agrees to indemnify and hold harmless Producer, Artist, each of their respective employees, contractors and agents from and against any claims, costs (including, without limitation, reasonable attorneys' fees and court costs), expenses, damages, liabilities, losses and/or judgments arising out of, or in connection with, any claim, demand or action made by any party if such are (or are alleged to be) a direct or indirect consequence of: (i) the Engagement; or (ii) any breach or alleged breach of any warranty, representation, agreement or covenant made by Purchaser herein.

Producer hereby agrees to indemnify, defend and hold Purchaser, its employees, agents, parents and affiliates harmless from any and all loss, costs, claims, damages or injury of any nature whatsoever, (including, without limitation, reasonable attorneys' fees and court costs), whether to persons or to property, caused by Producer and/or its employees, agents, guests, subcontractors, volunteers, independent contractors and/or any other person or entity with whom the Producer has entered into any type of arrangement for labor or performance of services in connection with this Agreement.

## **XV. SECURITY**

Purchaser is solely responsible for providing security in connection with the Engagement. To this end, Purchaser shall provide and pay for adequate security for the protection of all persons and property in connection with the Engagement including, without limitation, Producer (and respective agents, employees, contractors and equipment) and patrons. The foregoing is in addition to any other security requirements of Producer contained in the attached Artist Production Rider.

## **XVI. GENERAL REQUIREMENTS / PRODUCTION RIDER**

Except as otherwise agreed to by the parties in writing or as otherwise stated in the attached Artist Production Rider (if any), Purchaser shall provide, at its sole cost, all elements of the production as required by Artist including, without limitation, catering, dressing rooms, internal ground transportation, sound, lights, staging, and back-line equipment. If the Artist Production Rider is attached hereto, the said Artist Production Rider shall be made part hereof and Purchaser agrees to fulfill or cause to be fulfilled, at its sole cost, all terms and conditions contained therein.

## **XVII. LICENSES/PERMITS**

Purchaser shall secure, at its sole cost, all licenses (including music licensing fees), permits, leases, certificates, and authorizations required or requested by any union, guild, governmental authority, performing rights society, Venue owner or any other third party in connection with (i) the Engagement; and (ii) Artist/Producer's exercise of any rights granted herein. Purchaser agrees to fulfill, or cause to be fulfilled, all terms, conditions, covenants, rules and/or regulations of such parties in connection therewith as well as pay all levies, dues and fees applicable thereto. Upon request, Purchaser shall provide Producer with evidence of the foregoing, provided that Producers failure to request or review same shall not be deemed a waiver of Purchaser's obligations or Producer's rights hereunder.

## **XVIII. ADDITIONAL REPRESENTATIONS AND WARRANTIES**

Purchaser represents and warrants that: (i) it has the right and authority to enter into this Rider and Contract and to fully perform its obligations contained herein; (ii) it has the right to grant the rights granted herein and that Artist's / Producer's exercise of any such rights does not and will not infringe upon or impair the rights or interests of any third party; (iii) all good, equipment and other materials provided by Purchaser (or at its request or direction) shall be safe, fully operational, and will not cause injury or damage to any person or property; and (iv) that all persons provided by Purchaser (including its agents, employees and contractors) shall be adequately trained and capable of performing their required duties and that such persons shall, at all times, act in a safe manner, without causing injury or damage to any person or property. The undersigned warrant and represent that they are authorized to execute this Rider and Contract on behalf of the respective parties.

## **IXX. RETURN OF CONTRACT**

Purchaser agrees to sign and return this Contract Rider to Artist's agent, Creative Artist Agency, Inc. within ten (10) days from the date of the Contract; otherwise Producer shall have the right to cancel the Engagement upon notice thereof without liability. Producer's failure to exercise its right to cancel the Engagement upon the completion of said ten (10) day period shall not be deemed a waiver of Producer's right to cancel the Engagement at any time thereafter.

## **XX. MODIFICATION / ASSIGNMENT**

This Rider and Contract is the sole and complete agreement between the parties with respect to the Engagement and supersedes all prior and contemporaneous agreements regarding the subject matter hereof. This Rider and Contract (or any part thereof) may not be changed, modified or waived except by a signed, written agreement between the parties. Nothing in the Rider or Contract shall require the performance of any act contrary to the law or to the rules or regulations of any union, guild, or similar body having jurisdiction over the services of Producer or the Engagement. Whenever there is any conflict between any provisions of this Rider and Contract and any law, rule or regulation, said law, rule or regulation shall prevail, and this Rider and Contract shall be modified to the extent necessary to eliminate such conflict. This Rider and Contract may not be assigned without the written agreement of the parties; otherwise, any such attempted assignment shall be deemed null and void.

## **XXI. ADMISSION**

Admission for Engagement hereunder shall not be restricted due to race, religion, color, creed, or the elements thereof.

## **XXII. PREEMPTION**

Purchaser shall advise Artist's booking agent, John Huie at the Creative Artist Agency, Inc., 3310 West End Avenue Suite 500, Nashville, TN 37203, phone 615.383.8787, Fax 615.383.4937 upon signing the Contract if unable to comply with any of the conditions or requirements set forth herein. Thereafter upon Artist's arrival at the Venue, if any of the Contract or rider terms or requirements have not been complied with by Purchaser, Producer shall have the right to refuse to perform and shall be entitled to full compensation under this agreement.

**XXIII. NOTICES / CONSENTS**

All notices, consents, approvals, agreements and the like given in connection with this Rider and Contract shall not be effective unless contained in a writing, signed by the party giving same.

**XXIV. PARAGRAPH HEADINGS**

Paragraph headings are used herein for convenience only and shall not be used to interpret this Rider.

PURCHASER

LUCKY STAR, INC.  
E/S/O SUGARLAND

By: 

By: 

Date: 5/3/10

Date: 6/20/10





## PRODUCTION / CATERING / TECHNICAL RIDER

After examination, please forward any and all information contained within to the appropriate people and associated departments (i.e. venue managers, venue production manager, operations/event coordinators, labor providers, security guards, catering).

### I. BUS & TRUCK PARKING

1. Purchaser must provide and pay for adequate parking spaces and stage access for a minimum of five (5) 45' tour buses (3 with trailers), Seven (7) 65' tractor trailer rigs and any other vehicles used for transport of personnel and equipment to and from venue, as close as possible to stage or stage door. Parking spaces are to be available a minimum of two (2) hours before Load-In through the completion of Load-Out and departure. If parking is only available on the street, space must be blocked off prior to arrival. Purchaser shall obtain, at no cost to Producer, all police and/or municipal permits if it is necessary to Load-In from or park on the street.
2. Equipment Load-In and tour parking area must be clear of vehicles prior to Load-In and must remain clear until completion of Load-Out. Purchaser will ensure that any vehicles used by Producer for transport of equipment and/or personnel to and from venue will have clear and dry access to and from venue. This will include payment of any towing costs incurred as a result of Purchaser's failure to comply with the terms of this paragraph.
3. One (1) 220 volt, 60 amp, single-phase service is needed for each bus. This service must be located within 50' of the parking area. An experienced electrician, familiar with the venue, must be present to connect shore power.
4. Purchaser shall ensure security for the parking area from Load-In time until Load-Out is completed.

### II. DRESSING ROOMS / GREEN ROOM / PRODUCTION OFFICES / CATERING ROOMS

#### A. ROOM ASSIGNMENTS

Purchaser shall provide six (6) clean dressing rooms, three (3) offices, one (1) dining room, one (1) Green Room and one (1) hospitality room, where available. Facilities in each to include lighted dressing area, full-length mirror, shower with hot and cold water, bathroom facilities, and 110v AC power. These rooms must be heated or air-conditioned to maintain a comfortable temperature. Dressing rooms shall be lockable, and the keys presented to Artist's Tour Manager.

- Dressing room #1 - Jennifer Nettles (1 person)
- Dressing room #2 - Kristian Bush (1 person)
- Dressing room #3 - Sugarland Band (5 people)
- Dressing room #4 - Crew Room - Room must be available at time of Load-In. This room is not to be cleaned or locked after Performance until the production crew has left the venue.
- Dressing room #5 - Female Showers (to accommodate 5 people)
- Dressing room #6 - Support Act
- Office #1 - Artist Management Office (2 people, 2 tables, 1 large trash can)
- Office #2 - Tour Manager's Office (1 person, 1 table, 1 large trash can)
- Office #3 - Production Office (3 people, 3 tables, 3 trash cans)
- Dining Room #1-
- Green Room #1
- Hospitality #1

It is very important that no assumptions be made about the availability of hot water to the dressing room showers. This should be checked and confirmed no later than one (1) hour prior to the first scheduled production Load-In call. All dressing rooms should be un-locked, clean & available for viewing by Load-In. All furniture needed for these rooms will be advanced by promoter rep.

**B. GREEN ROOM**

A Green Room is needed in backstage area to accommodate up to fifty (50) people for Artist's "meet & greet".

**C. PRODUCTION OFFICE**

A backstage office is needed with one high speed internet connection. Also 2 (two) unrestricted phone lines with working telephone devices are needed. Service should be operative by 7:00 AM on Load-In day and not disconnected until after Load-Out. ~~Three (3) tables w/chairs and three (3) waste basket~~ are also needed for this office. Exact requirements will be addressed during venue advance.

**D. TOUR MANAGER'S OFFICE**

A backstage office is needed with one high speed internet connection. Also 1 (one) unrestricted phone lines with working telephone devices are needed. Service should be operative by 7:00 AM on Load-In day and not disconnected until after Load-Out. ~~One (1) tables w/chairs and one large (1) waste basket~~ are also needed for this office. Exact requirements will be addressed during venue advance.

**E. ARTIST MANAGER'S OFFICE**

A backstage office is needed with one high speed internet connection. Also 1 (one) unrestricted phone lines with working telephone devices are needed. Service should be operative by 7:00 AM on Load-In day and not disconnected until after Load-Out. ~~Two (2) tables w/chairs and two large (2) waste basket~~ are also needed for this office. Exact requirements will be addressed during venue advance.

**F. CATERING ROOM**

Purchaser shall provide a "catering room." This room should be clean, quiet, comfortable, and have seating for 60 people with banquet-type tables and clean tablecloths.

**G. HOSPITALITY ROOM**

~~A "hospitality room," will be needed and advanced by the Caterer. This room needs to be separate from the catering room and set up by Doors~~

**III. SECURITY**

**A. SECURITY GUARDS**

Purchaser will provide and pay for professional security guards for protection of Artist, Artist's band and crew, from Load-In until Load-Out is completed.

**B. SECURITY MEETING**

It will be necessary to hold a security meeting prior to the opening of the doors to the public. Present at the meeting should be: Venue Representative, Purchaser, Head of Security, Tour Manager and Producer's Security Representative. Security meeting will typically be held at 4:30p on show day. Please check with Promoter Rep to verify these times.

**C. STAGE GUARDS**

Purchaser will ensure access to the stage will be guarded by security at all times (with a minimum of 3 security people in front of the stage & 1 on each stage left and right during the performance) and only those persons designated by Producer will be allowed on stage during performance. Security personnel will not be allowed on stage during the performance or in the dressing rooms at any time.

**D. OVERNIGHT GUARDS**

If the situation requires Artist, band or crew to leave equipment at the venue overnight, security personnel will be needed from the official time the work ends until the official time work begins the following day.

**E. MEET AND GREET**

2 security guards will be required by the Artists during the Meet and Greet. Please make the specific arrangements for this at the pre-show Security Meeting.

#### F. VEHICLE GUARDS

~~Purchaser will be liable for any damage to Artist's buses or trucks that are attributable to negligence on the part of~~  
Purchaser and/or Purchaser's Representative should such damage occur while said buses or trucks are at the performance premises during the period from Load-In until Load-Out is completed. If any of the vehicles must be parked away from the backstage entrance, a security person must be on call at the time and place that vehicle is parked.

#### G. GUARD LOCATION & TIMES

Dressing Rooms Area	2	from Load In until Departure
Stage	5	from Doors until Patrons Clear
Mix Position	2	from Doors until Patrons Clear
Backstage Area	2	from Load In until Departure
Video Projection Areas	1 per location	from Doors until Patrons Clear

#### IV. PASSES

All backstage passes, stage access passes and guest passes shall be issued only by the Artist's Tour Manager. The various passes and their access privileges will be discussed at the Pre-show security meeting described in III, B, above. NO OTHER PASSES ARE ACCEPTABLE except Vendor passes with no backstage access.

##### A. MEET & GREET

Meet & Greet is done in a designated area. Tour Manager will communicate in advance of the show what time and where these people should meet to be escorted to the Meet & Greet. Meet & Greet will include radio guests, sponsorship guests, retail, and contest winners, all of which must be pre-approved by Artist's Management. One security person per group is required for escort during the Meet & Greet. Each participant must apply their pass, in plain view, before being escorted backstage. Meet & Greet passes are null and void after meet & greet is completed.

##### B. LOCAL WORKING CREW

Local Crew "stick-on" passes are used for some local working crew. Local Crew "stick-on" passes cannot escort anyone backstage. All "stick-on" passes are non-transferable.

#### V. ADDITIONAL ITEMS

1. Fly Dates - In the event Artist's party arrives by air, Purchaser will provide and pay for two (2) 15-passenger vans and one (1) cargo van with drivers from Artist flight arrival until departure.
2. Artist reserves the right to determine the length, content and nature of the show. Artist's production staff shall have complete control over all technical aspects of show, including support acts and program music.
3. The audience shall not be permitted to enter the place of engagement until such time as technical set-up and sound-check have been completed and approval has been given by the Artist's Production Manager.
4. Purchaser agrees that any changes regarding labor, personnel or production requirements, call-times (ours or other parties') will be subject to approval by Producer. It is also agreed to that the Purchaser and/or representatives will not obtain production information by direct contact with the Artist's Vendors. This information is to come only from the Artist's Production Manager.
5. Prior to returning the Contract to Artist, Purchaser shall inform Artist of any mandatory union breaks, curfews, fire regulations, light levels, requirements relating to the presence of uniformed police within the venue, and any other unique regulations or peculiarities. Purchaser agrees to notify Producer of any late or early Load-Ins due to other activities in the facility.
6. Purchaser and/or Purchaser's representative duly authorized to make decisions on behalf of Purchaser must be present from first call time of the day until completion of Load-Out.
7. Purchaser agrees that Artist's staging and equipment set-up overrides opening act(s) staging and equipment set-up. Artist shall have the right to approve the length of the performance of support act(s) on the program and Artist shall have final approval or disapproval of their use.
8. Artist reserves the option to use any and all of Artist's equipment and will determine placement of any equipment owned by or used by any and all opening acts. Purchaser shall ensure that the stage area is completely cleared of any and all equipment, except P.A. and lighting equipment, before Artist's arrival.

No assumptions should be made as to the use of Artist's and/or Artist's band's equipment by any other acts.

9. Purchaser agrees that the Artist Production Manager shall have control of the cueing of house lights. Any and all lighting in the venue, when not dictated by local codes or regulations will be turned off. This applies only to lighting which produces ambient light in such a manner that it is distracting to the performance.

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10. Any and all personnel associated with this show shall be drug and alcohol free. Anyone found to be "under the influence" will be removed from the production of this performance.

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#### **VI. CATERING**

Please check with artist tour manager or production manager to discuss catering on a per show basis.

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## TECHNICAL REQUIREMENTS

Whenever possible and practical (as determined by Artist Representative), Artist's full traveling production (i.e. sound, lights, video and set) will be used.

### **I. LABOR**

#### **A. STAGEHANDS / LOADERS**

Purchaser will provide, at Purchaser's sole cost and expense, a minimum of eight (8) loaders and twenty four (24) stagehands and two (2) fork lift operator present at Load-In AND thirty (30) stagehands and a minimum of eight (8) loaders and two (2) fork operators at Load-Out time. All stagehands will be required to unload, move, set-up, tear down, and load Artist's equipment, sound and lighting equipment, and materials required for concession sales. There shall be no overlap between duties of security, stagehands and ushers. A consistent crew is critical for a smoother Load-In and Load-Out. Six (6) deck hands will be needed for any and all set changes. As a rule, show call time would be 30 minutes prior to show time.

#### **B. RUNNERS / PRODUCTION ASSISTANT**

Purchaser will provide, at Purchaser's sole cost and expense, two (2) runners. The 2 runners must have a 12-15 passenger van, in good working order with one backseat removed, at their disposal all day. Runner must be licensed and of legal age to buy tobacco or alcohol, must be able to handle money and be responsible for the money handled. Runner should have a good knowledge of the local area and have no other duties, such as running for the venue or any other acts. As a rule, production assistant and runners will work from Load-In until thirty (30) minutes after Load-Out.

#### **C. ELECTRICIANS**

Will be needed at Load-In and Load-Out times for connecting and disconnecting buses shore power, as well as sound, light, rigging power. An electrician may also be needed for controlling house lights.

#### **D. SPOT OPERATORS**

Four (4) experienced spot operators are required. Trainees are NOT acceptable.

#### **E. FORKLIFT OPERATORS**

Experienced operators only. Trainees are NOT acceptable.

#### **F. RIGGERS**

Six (6) up-riggers and three (3) down-riggers are required. Trainees are NOT acceptable.

#### **G. SHOW CALL TIMES**

All show call personnel are to be on call thirty (30) minutes prior to show time.

#### Load-In

Twenty Four (24) stagehands  
Eight (8) loaders  
Two (2) forklift operators  
One (1) electrician  
Six (6) up-riggers  
Three (3) down-riggers

#### Show Call (30 min prior to show)

Six (6) deck hands  
Four (4) spot operators  
One (1) electrician (House Lights)  
(Show call personnel are to wear black)

#### Load-Out

Thirty (30) stagehands  
Eight (8) loaders  
Two (2) forklift operators  
One (1) electrician  
Six (6) up-riggers  
Three (3) down-riggers

### **II. STAGE REQUIREMENTS**

#### **A. STAGE SIZE**

Stage is to be a minimum of 60'w x 48'd x 4'h of usable space, not including any sound wings and monitor area. The stage and all risers should be solidly constructed, without holes, soft spots, poles or obstructions and be incapable of movement or motion. Access is needed from both sides of the stage. Stairs shall have handrails and lights. There must be no obstructions or foot traffic between rear projectors and video screens on stage set. One trash can is needed for stage left & right.

**B. STAGE PLACEMENT**

Center line of the performance stage should be placed on the center line of the arena floor or audience area. Stage is to be placed on the venue floor in such a manner that the passage behind it is no less than 10' wide.

**C. MONITOR MIX POSITION**

Monitor mix position should be no less than 20' wide by 10' deep on downstage left side. Monitor mix risers will not be needed if performance stage is 5' or less in height. For all outdoor shows, this entire area is to be protected from rain and heat by a cover that is to be no less than 7' in height.

**D. GUITAR TECH**

Guitar tech position should be no less than 12' wide by 20' deep on the upstage left and upstage right side. Clear access to the stage performance area is needed from this area. Clear sight-line to the downstage performance area is needed from this area. For all outdoor shows, this area is to be protected from rain and heat by a cover no less than 7' in height.

**E. STAGE BUILD**

Completion of performance stage is expected NO LATER than ONE (1) HOUR prior to earliest production call. Ideally, the stage and associated sound wings/risers should be built the day before.

**D. FRONT OF HOUSE MIX POSITION**

FOH mix position seat kills should be considered. This area (min. 24'w x 20'd) contains at least two (2) sound consoles and associated equipment racks with operators, one (1) light console with operator on a 12'w x 8'd x 2' h riser and may also contain sound console(s) for other acts and a video camera riser on a 4'w x 8'd x 4'h riser. All risers will be provided by the Venue and placed by Artist's Production Manager and shall be placed 85' to 110' from stage. Entire FOH mix area should be enclosed with bicycle racks or equivalent.

**G. OUTDOOR PERFORMANCE**

For outdoor performances, the stage MUST have a 60' x 48' self-supporting, load-bearing stage roof. A minimum of 30' unobstructed clearance must exist between stage deck and stage roof for protection of Artist and Artist's equipment from rain, sun, and extreme temperatures prior to and during the performance. This "load bearing" roof should span the performance stage by its fullest dimensions and be able to support a rigging weight capacity minimum of 40,000 lbs. Genie type roofs are not acceptable.

**H. SIGNAGE**

Purchaser agrees that there shall be no commercial or promotional signs, or advertising material of any kind, including lighted signage, within 50 feet of the stage where Artist is to perform unless approved in writing by Producer and that except in the agreement, Artist performance shall not be sponsored, promoted or in any way associated with any commercial product or company or religious or political organization.

**I. SIGNAGE & BACKDROPS**

Artist's set equipment and backdrop/video screens shall supersede any other backdrops or set equipment, including sponsor banners and backdrops, and shall be controlled by Producer's representatives. Backdrop and/or video screen is considered part of Artist's set and must be in place for Artist's show. Any changes must be approved in writing by Artist's Production Manager.

**J. BARRICADE**

A barricade on each side of the stage that separates the audience from the backstage area is required. NO barricade is required in front of the stage. First row should be 6' from DSE. PLEASE CONFIRM WITH TOUR PRODUCTION MANAGER BEFORE CHAIRS ARE SET.

**K. PRODUCTION MANAGER**

Artist's Production Manager shall have authority over any facility lighting that will affect performance including backstage lighting, signage and/or other ambient lighting.

**L. HOUSE RISERS**

Venue will provide one (1) 12'w x 8'd x 2'h for lighting consoles and one (1) 4'w x 8'd x 4'h for FOH Camera at FOH Mix position. All risers will be available upon arrival and will be placed by Artist's Production Manager. When possible all risers should have wheels and shall be capable of locking in place.

IF, FOR ANY REASON, STAGING REQUESTS CANNOT BE FULLY ACCOMMODATED, PLEASE NOTIFY ARTIST'S PRODUCTION MANAGER IMMEDIATELY.

**III. POWER REQUIREMENTS**

Electricity should be made available for contracted sound/lighting companies according to their requirements. Sound power must be on a different transformer from the lighting source, or at least on the other side of an isolation transformer to prevent interaction between lighting and sound equipment. All show power shall be separate and isolated from any other venue usage such as concessions, kitchen, etc. The lighting power sources must be within fifty (50) feet of upstage right and the sound power source should be within fifty (50) feet of upstage left. Voltage shall vary no more than five percent (5%) with no current drain when full amperage is drawn. Adequate fusing, spare fuses, disconnect switches and terminals with lugs suitable for attachment to 4/0 cables will be required at source. Lugs should be sufficient size to accommodate 4/0 bare ends without removal of any copper.

Sound	(1) 200 amp 3 phase
Lighting	(2) 400 amp 3 phase
Video	(1) 200 amp 3 phase
Rigging	(1) 200 amp 3 phase
Buses (Shore)	(7) 208 volts 3 wire 60amps

GENERATORS are to be provided at no cost to Artist should insufficient or unstable power services exist. Specifications to be coordinated with Artists production manager.

**IV. FRONT OF HOUSE SOUND SYSTEM**

**A. ARTIST'S CONTROL**

Artist's Sound Engineer shall have complete and total control of sound pressure levels and functions of all sound equipment before, during and after performance.

**B. SOUND CHECK**

It is understood and agreed that Artist may check sound during said period of six (6) hours prior to Performance. Load-In and sound check times are to be set by Artist's production manager. No audience are allowed into venue until after sound check is complete

**C. FRONT OF HOUSE MIX POSITION**

FOH mix position must be close as possible to the center of audience section, no closer than 70' and no further than 110' from the front of stage with no obstructions between the stages and console (preferably 85'). FOH console should be no more than 20' off center in either direction. FOH mix position should not be located in or under any balconies.

**D. FLY DATES**

In the event of a fly-date or other situation where Artist cannot use his own FOH console & electronics, Purchaser agrees to supply the following:

1. Professional quality front-of-house console with a minimum of forty-eight (48) channels. *Digidesign Venue*, *Yamaha-PM 5D* and *Midas* consoles are preferred and only those of similar or better quality will be accepted. Separate consoles will be needed for any other acts.

## V. STAGE MONITOR SYSTEM

In the event of any situation where Artist cannot use his own monitor system, Purchaser agrees to supply:

1. Professional quality monitor console with a minimum of forty (40) channels and twenty-four (24) pre-fader mixes (eight (8) stereo mixes) is required. *YAMAHA PM1D or 5D, Digidesign Venue*, consoles are preferred and only those of similar or better quality will be accepted.  
Separate consoles will be needed for any other acts.
2. Ear monitor system including: ten (10) wireless ear monitor units with separate frequencies, any antenna units and 5 spare belt packs for at least five (5) of the wireless ear monitor units. Also, two (2) wired ear monitor units with any and all cabling needed for wired systems.
3. A supply of professional quality microphones, direct boxes and cabling must be provided per input list.
4. Intercom: Communications system between house mix position and monitor mix position must be provided.

## VI. LIGHTING REQUIREMENTS

In the event of any situation where Artist cannot use their own lighting system, Purchaser agrees to supply:

### A. LIGHTING INSTRUMENTS AND TRUSSES

1. Upstage—One (1) 40' lighting truss pre-hung with sixty (60) PAR 64 instruments. Truss to be hung 30' upstage from the downstage edge of the stage and leveled at 22' above stage elevation. All lamps on this truss are to be narrow flood, gelled and patched per light plot. One (1) wire rope ladder is needed for access.
2. Downstage—One (1) 40' lighting truss pre-hung with thirty (30) PAR 64 instruments. Truss to be hung even with the front of the stage and trimmed level at 22' above stage elevation. All lamps on this truss are to be medium spots, gelled and patched per lighting plot. Eight (8) ETC 19 Degree Source Four Lekos to be overhung and patched per plot. Two (2) 8-light units with DWE lamps for audience illumination to be hung on the downstage side and patched per lighting plot. One (1) wire rope ladder is needed for access.
3. Mid-stage and Additional Equipment—A utility-type truss or fly batten/pipe will need to be provided and hung from two points 24' upstage from the downstage edge of the stage. Additional Automated Lights will be provided by Sugarland. These points weigh a maximum of 500 lbs. each.

### B. CABLE PICK-UPS

All lighting cables are to be picked with hoists or ropes and dropped offstage.

### C. CONTROL AND DIMMING

A conventional console will need to be provided. Acceptable consoles are *Avo, LP 2000 or 3000, and Jands*. Dimmers for conventional lights must be DMX controllable. Sugarland will provide a console for control of automated lights.

### D. FOLLOW SPOTS

Four (4) follow spots in excellent operating condition and communication to each are required. Acceptable types: Super Troopers, Lycian HTI 400s and/or equivalent spots of this brightness. All follow spots are to have unobstructed throws to all performance areas of the stage. Each spotlight should be symmetrically placed to one another. All follow spots are to be gelled per the supplied lighting plot. All spotlights should be equipped with working iris, douser and (6) color boomerangs.

### E. INTERCOM SYSTEM

All intercom stations to be fully operational and free from static or interruption and must be separate from sound or any other building communications. Purchaser agrees to provide the following:

- |  |  |
|--|--|
| One (1) power supply/base unit.                        | One (1) belt pack/headset located at lighting console. |
| One (1) belt pack/headset for each spot operator (x 4) | One (1) belt pack/headset for house light operator.    |
| One (1) belt pack/headset at dimmers for technician.   |  |

### G. LIGHTING SET



Up and Technicians: Purchaser will ensure that the lighting system is set up and operable, ready to focus, at least six (6) hours prior to start of the Performance. Two (2) experienced technicians for conventional lights will be required. ~~Technicians are to be available at all times from Load-In until the end of Load-Out.~~

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**H. HOUSE LIGHTS**

House light operator must be on the communication headset at least 15 minutes before show time. At no time should the house lights come up during performance unless directed by Artist's Lighting Director or Production Manager.

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**VII. VIDEO**

Artist is using video as part of the production of the performance. In the event there is existing video production as part of the venue, Artist's Video Director shall be able to tie into the existing video system including "clear com" communications and direct the operators during the performance.

**IX. SUMMARY**

Purchaser understands and agrees that SUGARLAND cannot perform without all of the items and conditions contained in this rider and that failure to provide any of these items could result in the Purchaser being in default of this contract. In order to fully understand our production, please examine all parts of this rider. Please understand that the items required are necessary for SUGARLAND to provide the best possible show for Purchaser and patrons.

**AGREED AND ACCEPTED:**

**PURCHASER**

By:  \_\_\_\_\_

**LUCKY STAR INC., F/S/O SUGARLAND**

By: \_\_\_\_\_



## TECHNICAL REQUIREMENTS

Whenever possible and practical (as determined by Artist Representative), Artist's full traveling production (i.e. sound, lights, video and set) will be used.

### **I. LABOR**

#### **A. STAGEHANDS / LOADERS**

Purchaser will provide, at Purchaser's sole cost and expense, a minimum of eight (8) loaders and twenty four (24) stagehands and two (2) fork lift operator present at Load-In AND thirty (30) stagehands and a minimum of eight (8) loaders and two (2) fork operators at Load-Out time. All stagehands will be required to unload, move, set-up, tear down, and load Artist's equipment, sound and lighting equipment, and materials required for concession sales. There shall be no overlap between duties of security, stagehands and ushers. A consistent crew is critical for a smoother Load-In and Load-Out. Six (6) deck hands will be needed for any and all set changes. As a rule, show call time would be 30 minutes prior to show time.

#### **B. RUNNERS / PRODUCTION ASSISTANT**

Purchaser will provide, at Purchaser's sole cost and expense, two (2) runners. The 2 runners must have a 12-15 passenger van, in good working order with one backseat removed, at their disposal all day. Runner must be licensed and of legal age to buy tobacco or alcohol, must be able to handle money and be responsible for the money handled. Runner should have a good knowledge of the local area and have no other duties, such as running for the venue or any other acts. As a rule, production assistant and runners will work from Load-In until thirty (30) minutes after Load-Out.

#### **C. ELECTRICIANS**

Will be needed at Load-In and Load-Out times for connecting and disconnecting buses shore power, as well as sound, light, rigging power. An electrician may also be needed for controlling house lights.

#### **D. SPOT OPERATORS**

Four (4) experienced spot operators are required. Trainees are NOT acceptable.

#### **E. FORKLIFT OPERATORS**

Experienced operators only. Trainees are NOT acceptable.

#### **F. RIGGERS**

Six (6) up-riggers and three (3) down-riggers are required. Trainees are NOT acceptable.

#### **G. SHOW CALL TIMES**

All show call personnel are to be on call thirty (30) minutes prior to show time.

##### Load-In

Twenty Four (24) stagehands  
Eight (8) loaders  
Two (2) forklift operators  
One (1) electrician  
Six (6) up-riggers  
Three (3) down-riggers

##### Show Call (30 min prior to show)

Six (6) deck hands  
Four (4) spot operators  
One (1) electrician (House Lights)  
(Show call personnel are to wear black)

##### Load-Out

Thirty (30) stagehands  
Eight (8) loaders  
Two (2) forklift operators  
One (1) electrician  
Six (6) up-riggers  
Three (3) down-riggers

### **II. STAGE REQUIREMENTS**

#### **A. STAGE SIZE**

Stage is to be a minimum of 60'w x 48'd x <sup>4</sup>h of usable space, not including any sound wings and monitor area. The stage and all risers should be solidly constructed, without holes, soft spots, poles or obstructions and be incapable of movement or motion. Access is needed from both sides of the stage. Stairs shall have handrails and lights. There must be no obstructions or foot traffic between rear projectors and video screens on stage set. One trash can is needed for stage left & right.

**B. STAGE PLACEMENT**

Center line of the performance stage should be placed on the center line of the arena floor or audience area. Stage is to be placed on the venue floor in such a manner that the passage behind it is no less than 10' wide.

**C. MONITOR MIX POSITION**

Monitor mix position should be no less than 20' wide by 10' deep on downstage left side. Monitor mix risers will not be needed if performance stage is 5' or less in height. For all outdoor shows, this entire area is to be protected from rain and heat by a cover that is to be no less than 7' in height.

**D. GUITAR TECH**

Guitar tech position should be no less than 12' wide by 20' deep on the upstage left and upstage right side. Clear access to the stage performance area is needed from this area. Clear sight-line to the downstage performance area is needed from this area. For all outdoor shows, this area is to be protected from rain and heat by a cover no less than 7' in height.

**E. STAGE BUILD**

Completion of performance stage is expected NO LATER than ONE (1) HOUR prior to earliest production call. Ideally, the stage and associated sound wings/risers should be built the day before.

**D. FRONT OF HOUSE MIX POSITION**

FOH mix position seat kills should be considered. This area (min. 24'w x 20'd) contains at least two (2) sound consoles and associated equipment racks with operators, one (1) light console with operator on a 12'w x 8'd x 2' h riser and may also contain sound console(s) for other acts and a video camera riser on a 4'w x 8'd x 4'h riser. All risers will be provided by the Venue and placed by Artist's Production Manager and shall be placed 85' to 110' from stage. Entire FOH mix area should be enclosed with bicycle racks or equivalent.

**G. OUTDOOR PERFORMANCE**

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Purchaser agrees that there shall be no commercial or promotional signs, or advertising material of any kind, including lighted signage, within 50 feet of the stage where Artist is to perform unless approved in writing by Producer and that except in the agreement, Artist performance shall not be sponsored, promoted or in any way associated with any commercial product or company or religious or political organization.

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**J. BARRICADE**

A barricade on each side of the stage that separates the audience from the backstage area is required. NO barricade is required in front of the stage. First row should be 6' from DSE. PLEASE CONFIRM WITH TOUR PRODUCTION MANAGER BEFORE CHAIRS ARE SET.

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Sound	(1) 200 amp 3 phase
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Video	(1) 200 amp 3 phase
Rigging	(1) 200 amp 3 phase
Buses (Shore)	(7) 208 volts 3 wire 60amps

GENERATORS are to be provided at no cost to Artist should insufficient or unstable power services exist. Specifications to be coordinated with Artists production manager.

### **IV. FRONT OF HOUSE SOUND SYSTEM**

#### **A. ARTIST'S CONTROL**

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#### **D. FLY DATES**

In the event of a fly-date or other situation where Artist cannot use his own FOH console & electronics, Purchaser agrees to supply the following:

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In the event of any situation where Artist cannot use his own monitor system, Purchaser agrees to supply:

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Separate consoles will be needed for any other acts.
2. Ear monitor system including: ten (10) wireless ear monitor units with separate frequencies, any antenna units and 5 spare belt packs for at least five(5) of the wireless ear monitor units. Also, two (2) wired ear monitor units with any and all cabling needed for wired systems.
3. A supply of professional quality microphones, direct boxes and cabling must be provided per input list.
4. Intercom: Communications system between house mix position and monitor mix position must be provided.

## VI. LIGHTING REQUIREMENTS

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### A. LIGHTING INSTRUMENTS AND TRUSSES

1. Upstage—One (1) 40' lighting truss pre-hung with sixty (60) PAR 64 instruments. Truss to be hung 30' upstage from the downstage edge of the stage and leveled at 22' above stage elevation. All lamps on this truss are to be narrow flood, gelled and patched per light plot. One (1) wire rope ladder is needed for access.
2. Downstage—One (1) 40' lighting truss pre-hung with thirty (30) PAR 64 instruments. Truss to be hung even with the front of the stage and trimmed level at 22' above stage elevation. All lamps on this truss are to be medium spots, gelled and patched per lighting plot. Eight (8) ETC 19 Degree Source Four Lekos to be overhung and patched per plot. Two (2) 8-light units with DWE lamps for audience illumination to be hung on the downstage side and patched per lighting plot. One (1) wire rope ladder is needed for access.
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### B. CABLE PICK-UPS

All lighting cables are to be picked with hoists or ropes and dropped offstage.

### C. CONTROL AND DIMMING

A conventional console will need to be provided. Acceptable consoles are *Avo, LP 2000 or 3000, and Jands*. Dimmers for conventional lights must be DMX controllable. Sugarland will provide a console for control of automated lights.

### D. FOLLOW SPOTS

Four (4) follow spots in excellent operating condition and communication to each are required. Acceptable types: Super Troopers, Lycian HTI 400s and/or equivalent spots of this brightness. All follow spots are to have unobstructed throws to all performance areas of the stage. Each spotlight should be symmetrically placed to one another. All follow spots are to be gelled per the supplied lighting plot. All spotlights should be equipped with working iris, douser and (6) color boomerangs.

### E. INTERCOM SYSTEM

All intercom stations to be fully operational and free from static or interruption and must be separate from sound or any other building communications. Purchaser agrees to provide the following:

- |  |  |
|--|--|
| One (1) power supply/base unit.                        | One (1) belt pack/headset located at lighting console. |
| One (1) belt pack/headset for each spot operator (x 4) | One (1) belt pack/headset for house light operator.    |
| One (1) belt pack/headset at dimmers for technician.   |  |

### G. LIGHTING SET



## 2010 TOUR CONTRACT RIDER

Revision 2-4-10

### MANAGEMENT

**GELLMAN MANAGEMENT**  
Gail Gellman  
23852 Pacific Coast Hwy Suite 920  
Malibu, CA 90265  
Phone: 310.456.2620  
Fax: 310.456.1415  
E-Mail: [gail@gellmanmgmt.com](mailto:gail@gellmanmgmt.com)

Hellen Rollens  
Gail's assistant / Tour Manager  
Cell: 310.721.0752  
Office: 310.456.2620  
E-fax: 310 919 2853  
[hellen@gellmanmgmt.com](mailto:hellen@gellmanmgmt.com)

### TOUR-MANAGER

Hellen Rollens  
Cell: 310.721.0752 E-Mail:  
[hellen@gellmanmgmt.com](mailto:hellen@gellmanmgmt.com)

### BOOKING AGENCY

CAA  
John Huie  
3310 West End Ave Suite 500  
Nashville, TN 37203  
Phone: 615.383.8787  
Fax: 615.383.4937  
E-Mail: [jhuie@caa.com](mailto:jhuie@caa.com)

### PRODUCTION MANAGER

David Haskell  
Phone: 615.714.5008  
E-Fax: 615.523.4443  
E-Mail: [davidhaskell@comcast.net](mailto:davidhaskell@comcast.net)

### MERCHANDISE

**RICHARDS & SOUTHERN**  
Rich Blum  
Phone: 615.479.4273  
E-Mail: [Blumbjdad9@aol.com](mailto:Blumbjdad9@aol.com)

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## LUCKY STAR, INC.

This Rider ("Rider") is attached to and made part of the contract ("Contract") between Lucky Star, Inc. ("Producer") furnishing the services of Sugarland ("Artist") and the purchaser of said services ("Purchaser") as defined on the face of the Contract in connection with Artist's Performance(s) at the venue(s) described therein (the "Venue" or "Engagement"). Producer and Purchaser hereby agree to the following additional terms and conditions, which are necessary in order to provide the best possible show for the Purchaser.

### I. BILLING / ADVERTISING

#### A. HEADLINE ACT

Unless otherwise stated to the contrary in the Contract, Artist shall receive one hundred percent (100%) sole headline billing in any and all press releases, advertisements and other publicity including, but not limited to, radio, television, ad mats, tickets, fliers, newspapers, programs, signs, lobby boards, and marquees. Producer shall have approval over each of the foregoing. No other name or photograph shall (i) appear in equal or larger type with respect to size, thickness, boldness, or prominence that the type afforded Artist; nor (ii) shall appear on the same line or above the name or likeness of Artist.

#### B. ADVERTISING

1. Producer reserves right of approval, in writing, of any and all advertising and promotions. All inquiries regarding Artist, including, but not limited to those from press, TV, and radio must be directed through the appropriate Artist representative. Upon sell-out of an Engagement, Purchaser shall promptly stop all advertising in connection therewith.
2. Purchaser agrees to use all ad mats, photographs and other material provided by Producer. There will be no logos used on our ad slick or television spots, other than logos provided by Producer.
3. The name, photograph or other likeness of Artist may not be used or associated, directly or indirectly, with any product or service, nor may it be used in or on any program or souvenir book, poster, pamphlet or any other material or merchandise for sale without the express written consent of Artist's Manager.
4. Purchaser also agrees not to commit Artist to any personal appearances, interviews, photos, meet and greets, autograph sessions, or any other types of appearances without prior written consent of Artist's manager.

#### C. RADIO

1. No stations may be contacted for advertising, promotion, concert announcement, for any reason at all until an APPROVED marketing plan has been agreed to by Artist's manager.
2. There will be no welcoming stations in any market where there are two or more competing stations.
3. No backstage passes (contests, staff, etc.) can be given to any radio station without approval of Producer.

### II. CANCELLATION - See ISFC Rider

Producer shall have the right, in its sole discretion, to cancel the Engagement without liability to Purchaser, by giving Purchaser notice thereof at least thirty (30) days prior to the Engagement. - No cancellation privileges

### III. FORCE MAJEURE - See ISFC Rider

If Artist's performance(s) hereunder is rendered impossible, hazardous or is otherwise prevented or impaired due to sickness, inability to perform, Act(s) of God, riots, strikes, labor difficulties, accident interruption or failure of means of transportation, epidemics, earthquakes or any act or order of any public authority, and/or any other cause of event, similar or dissimilar, beyond Producers control, then Producers obligations with respect to the affected performance(s) shall be excused and Producer shall have no liability to Purchaser in connection therewith. Provided Artist is ready, willing and able to perform, Purchaser shall remain liable to pay Producer the full contract price plus any percentage moneys called for in the Contract regardless of the occurrence of any of the foregoing events. For purposes of the provision, the term "Artist" shall include Artist or any member thereof.



6. Purchaser shall provide and pay for a minimum of four (4) eight-foot (8') cafeteria/banquet style tables to use to display Producer's merchandise.

7. All merchandise percentages will be paid after appropriate sales tax is taken out.

**D. SPONSORSHIP**

All forms of sponsorship whether specifically for Artist's Engagement or part of an ongoing series must be authorized in writing by Producer/Artist's Manager prior to Engagement. *Vinyl has sponsors.*

**VIII. SETTLEMENT/PAYMENT**

1. All payments by Purchaser to Artist required under and pursuant to this agreement shall be made in the form of cash, certified check, or cashier's check payable prior to performance.

2. If payment or any part thereof of Engagement hereunder is based on a percentage of gross admission receipts, then such admission receipts shall be computed on the actual full admission price provided on each ticket, and, in the absence of prior written agreement by Producer, no ticket shall be offered or sold at a discount or premium. In the case of payment being based on the percentages, as set forth above, no more than ten (10) complimentary tickets shall be offered or given away by Purchaser, and no one authorized by Purchaser shall be allowed into any part of Engagement venue without a ticket or free without Producer and/or Artist's manager's written consent, with exception of Artist's complimentary tickets.

3. If payment is based in whole or part on a percentage of gross admission receipts, with return of signed contract, Purchaser will provide to Artist's Tour Representative, prior to performance, a plot plan and a notarized printer's manifest of the house (notarized and signed statement from printer of the tickets, listing the amount of tickets printed at each price) broken down and totaled to give accurate reflection of gross potential. Any deviation from this on the day of Engagement will constitute forfeiture on part of Purchaser of all moneys in discrepancy. Artist's Tour Representative shall be allowed to be present in the box office at any and all times and shall be permitted to inspect ticket sales and otherwise determine gross receipts at each engagement.

4. If payment is based in whole or in part on a percentage of gross admission receipts, Purchaser agrees to have on hand at place of performance, on night of show, for counting verification by Artist's representative, all unsold tickets. Artist shall be compensated for difference between number of unsold tickets and number of tickets shown by the ticket manifest. If Purchaser should violate any of the preceding paragraphs of this section, it shall be deemed that Purchaser has sold a ticket for each seat (and any permitted standing room) at highest ticket price.

5. No admission tax shall be deducted from the gross box office receipts before computing percentages unless the amount of tax is stated on the face of the Contract. Unless Purchaser advises Artist promptly after submission of the Contract to Purchaser of any and all income or similar taxes which may be required to be withheld from monies earned by Producer from this engagement, any such tax shall be paid and borne solely by Purchaser.

6. Financial terms and conditions of this contract have been agreed upon based on exact ticket price/capacity/advance gross potentials as stated on the face of this contract. If gross receipts for engagement hereunder exceed stated advance gross potential, Artist shall be entitled to one hundred percent (100%) of the difference between stated and actual gross potential.

7. PRE-SETTLEMENT WILL BE REQUIRED BY PROMOTER AT APPROXIMATELY 4:00 PM ON SHOW DAY. PLEASE COORDINATE EXACT TIME & LOCATION WITH PROMOTER REP. PLEASE EMAIL SOLD MAP & AUDIT THE DAY BEFORE SHOW TO PROMOTER REP. ALSO, PLEASE HAVE A HARD COPY OF SOLD MAP & AUDIT ALONG WITH A HOUSE RADIO AVAILABLE AT LOAD-IN.

**IX. COMP TICKETS**

Purchaser shall provide SEVENTY FIVE (75) top priced tickets, at no expense to Producer, for each performance of the engagement. PLEASE REFER TO TICKETING MANUAL FOR EXACT ALLOCATION. If these are not used, they will be turned in for sale on day of concert. Any unclaimed tickets may be sold fifteen (15) minutes before the performance begins or when released by Producer's representative. No comp tickets shall be distributed by Purchaser without prior written approval of Producer. If approved, a list of those to whom tickets were distributed shall be available to Tour Manager prior to show.

## X. BREACH

1. Each of the terms and conditions of this Rider and Contract is necessary and essential for Artist's full performance of its obligations hereunder. Accordingly, if Purchaser refuses or neglects to fulfill all of the terms and conditions contained in the Rider or the Contract (including, without limitation, the payment of any moneys due and any services and items required hereunder) then Purchaser shall be deemed in material breach of contract. In such event, Producer shall have the right, without waiver of any other rights and/or remedies, all of which are reserved: (i) to refuse to perform this Contract; (ii) to cancel the Engagement; and (iii) to retain any amounts paid to Producer as partial compensation.

2. If on or before the date of the Engagement, Purchaser has failed, neglected, or refused to perform any contract with any other performer or entity, or if the financial standing or credit of Purchaser has been impaired or is unsatisfactory (in Producer's good faith opinion), Producer shall have the right to demand immediate payment of the full contract price specified herein. If Purchaser fails or refuses to make such payment immediately, Purchaser shall be deemed in anticipatory breach of contract. In such event, Producer shall have the right, without further obligation to Purchaser (i) to refuse to perform this contract; (ii) to cancel the Engagement; (iii) to retain any amounts paid to Producer as partial compensation; and (iv) Purchaser shall remain liable to Producer for the full contract price, including any percentage moneys due. The foregoing is in addition to all other rights and/or remedies available to Producer in law and/or equity.

## XI. CHOICE OF LAW AND FORUM/ATTORNEY'S FEES

This Rider and Contract shall be deemed made and entered into the State of Tennessee and shall be governed by the laws of such State applicable to contracts entered into and wholly to be performed therein. The State or Federal courts located in Nashville, Tennessee shall have exclusive jurisdiction over any disputes arising hereunder and the parties hereto agree to submit to the jurisdiction of these courts. In such event, the prevailing party to such dispute shall have the right to be reimbursed by the other party for its reasonable attorney's fees.

## XII. INTERNATIONAL TRAVEL

If the Engagement is to be performed outside the continental limits of the United States, Purchaser agrees to procure, at its sole expense, the necessary visas, work permits, customs clearances and any other documents of any nature whatsoever necessary or usually obtained to enable Artist, entourage and their equipment to enter and leave the country of the Engagement and for Artist and Artist's performers to render their services hereunder. Purchaser shall cause the foregoing to be provided to Producer (or to such location as directed by Producer in writing) in a timely manner. To the extent Purchaser requests any information or documents from Artist or Producer in connection therewith; such request shall be in writing and shall be made in a timely manner.

## XIII. INSURANCE - See ISFC Rider

1. Purchaser shall provide, at its sole cost, Commercial General Liability insurance covering all claims, liabilities or losses directly or indirectly resulting from injuries to any person (including bodily and personal injury) and from any property damage and/or loss in connection with the Engagement. Such insurance shall be in the amount required by the Venue, but shall not be less than One Million U.S. Dollars (\$1,000,000) aggregate per occurrence and One Million U.S. Dollars (\$1,000,000) per event. Purchaser shall list Lucky Star, Inc., Sugarland, and each of their respective agents as additional insured in connection with the foregoing policies.

2. Purchaser shall also provide, at its sole cost, a policy of Worker's Compensation insurance covering all Purchasers' employees, subject to the requirements of the applicable state or foreign law. Purchaser shall provide certificates of insurance upon request.

## XIV. INDEMNIFICATION - See ISFC Rider

Purchaser agrees to indemnify and hold harmless Producer, Artist, each of their respective employees, contractors and agents from and against any claims, costs (including, without limitation, reasonable attorneys' fees and court costs), expenses, damages, liabilities, losses and/or judgments arising out of, or in connection with, any claim, demand or action made by any party if such are (or are alleged to be) a direct or indirect consequence of: (i) the Engagement; or (ii) any breach or alleged breach of any warranty, representation, agreement or covenant made by Purchaser herein.

Producer hereby agrees to indemnify, defend and hold Purchaser, its employees, agents, parents and affiliates harmless from any and all loss, costs, claims, damages or injury of any nature whatsoever, (including, without limitation, reasonable attorneys' fees and court costs), whether to persons or to property, caused by Producer and/or its employees, agents, guests, subcontractors, volunteers, independent contractors and/or any other person or entity with whom the Producer has entered into any type of arrangement for labor or performance of services in connection with this Agreement.

#### **XV. SECURITY**

Purchaser is solely responsible for providing security in connection with the Engagement. To this end, Purchaser shall provide and pay for adequate security for the protection of all persons and property in connection with the Engagement including, without limitation, Producer (and respective agents, employees, contractors and equipment) and patrons. The foregoing is in addition to any other security requirements of Producer contained in the attached Artist Production Rider.

#### **XVI. GENERAL REQUIREMENTS / PRODUCTION RIDER**

Except as otherwise agreed to by the parties in writing or as otherwise stated in the attached Artist Production Rider (if any), Purchaser shall provide, at its sole cost, all elements of the production as required by Artist including, without limitation, catering, dressing rooms, internal ground transportation, sound, lights, staging, and back-line equipment. If the Artist Production Rider is attached hereto, the said Artist Production Rider shall be made part hereof and Purchaser agrees to fulfill or cause to be fulfilled, at its sole cost, all terms and conditions contained therein.

#### **XVII. LICENSES/PERMITS**

Purchaser shall secure, at its sole cost, all licenses (including music licensing fees), permits, leases, certificates, and authorizations required or requested by any union, guild, governmental authority, performing rights society, Venue owner or any other third party in connection with (i) the Engagement; and (ii) Artist/Producer's exercise of any rights granted herein. Purchaser agrees to fulfill, or cause to be fulfilled, all terms, conditions, covenants, rules and/or regulations of such parties in connection therewith as well as pay all levies, dues and fees applicable thereto. Upon request, Purchaser shall provide Producer with evidence of the foregoing, provided that Producers failure to request or review same shall not be deemed a waiver of Purchaser's obligations or Producer's rights hereunder.

#### **XVIII. ADDITIONAL REPRESENTATIONS AND WARRANTIES**

Purchaser represents and warrants that: (i) it has the right and authority to enter into this Rider and Contract and to fully perform its obligations contained herein; (ii) it has the right to grant the rights granted herein and that Artist's / Producer's exercise of any such rights does not and will not infringe upon or impair the rights or interests of any third party; (iii) all good, equipment and other materials provided by Purchaser (or at its request or direction) shall be safe, fully operational, and will not cause injury or damage to any person or property; and (iv) that all persons provided by Purchaser (including its agents, employees and contractors) shall be adequately trained and capable of performing their required duties and that such persons shall, at all times, act in a safe manner, without causing injury or damage to any person or property. The undersigned warrant and represent that they are authorized to execute this Rider and Contract on behalf of the respective parties.

#### **IXX. RETURN OF CONTRACT**

Purchaser agrees to sign and return this Contract Rider to Artist's agent, Creative Artist Agency, Inc. within ten (10) days from the date of the Contract; otherwise Producer shall have the right to cancel the Engagement upon notice thereof without liability. Producer's failure to exercise its right to cancel the Engagement upon the completion of said ten (10) day period shall not be deemed a waiver of Producer's right to cancel the Engagement at any time thereafter.

#### **XX. MODIFICATION / ASSIGNMENT**

This Rider and Contract is the sole and complete agreement between the parties with respect to the Engagement and supersedes all prior and contemporaneous agreements regarding the subject matter hereof. This Rider and Contract (or any part thereof) may not be changed, modified or waived except by a signed, written agreement between the parties. Nothing in the Rider or Contract shall require the performance of any act contrary to the law or to the rules or regulations of any union, guild, or similar body having jurisdiction over the services of Producer or the Engagement. Whenever there is any conflict between any provisions of this Rider and Contract and any law, rule or regulation, said law, rule or regulation shall prevail, and this Rider and Contract shall be modified to the extent necessary to eliminate such conflict. This Rider and Contract may not be assigned without the written agreement of the parties; otherwise, any such attempted assignment shall be deemed null and void.

#### **XXI. ADMISSION**

Admission for Engagement hereunder shall not be restricted due to race, religion, color, creed, or the elements thereof.

#### **XXII. PREEMPTION**

Purchaser shall advise Artist's booking agent John Huie at the Creative Artist Agency, Inc., 3310 West End Avenue Suite 500, Nashville, TN 37203, phone 615.383.8787, Fax 615.383.4937 upon signing the Contract if unable to comply with any of the conditions or requirements set forth herein. Thereafter upon Artist's arrival at the Venue, if any of the Contract or rider terms or requirements have not been complied with by Purchaser, Producer shall have the right to refuse to perform and shall be entitled to full compensation under this agreement.

**XXIII. NOTICES / CONSENTS**

All notices, consents, approvals, agreements and the like given in connection with this Rider and Contract shall not be effective unless contained in a writing, signed by the party giving same.

**XXIV. PARAGRAPH HEADINGS**

Paragraph headings are used herein for convenience only and shall not be used to interpret this Rider.

**PURCHASER**

By: \_\_\_\_\_

Date: \_\_\_\_\_



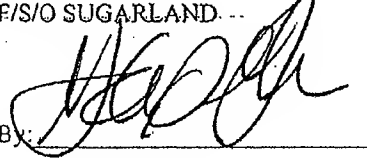
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**LUCKY STAR, INC.**

**F/S/O SUGARLAND**

By: \_\_\_\_\_

Date: \_\_\_\_\_



6/20/10



## PRODUCTION / CATERING / TECHNICAL RIDER

After examination, please forward any and all information contained within to the appropriate people and associated departments (i.e. venue managers, venue production manager, operations/event coordinators, labor providers, security guards, catering).

### I. BUS & TRUCK PARKING

1. Purchaser must provide and pay for adequate parking spaces and stage access for a minimum of five (5) 45' tour buses (3 with trailers), Seven (7) 65' tractor trailer rigs and any other vehicles used for transport of personnel and equipment to and from venue, as close as possible to stage or stage door. Parking spaces are to be available a minimum of two (2) hours before Load-In through the completion of Load-Out and departure. If parking is only available on the street, space must be blocked off prior to arrival. Purchaser shall obtain, at no cost to Producer, all police and/or municipal permits if it is necessary to Load-In from or park on the street.
2. Equipment Load-In and tour parking area must be clear of vehicles prior to Load-In and must remain clear until completion of Load-Out. Purchaser will ensure that any vehicles used by Producer for transport of equipment and/or personnel to and from venue will have clear and dry access to and from venue. This will include payment of any towing costs incurred as a result of Purchaser's failure to comply with the terms of this paragraph.
3. One (1) 220 volt, 60 amp, single-phase service is needed for each bus. This service must be located within 50' of the parking area. An experienced electrician, familiar with the venue, must be present to connect shore power.
4. Purchaser shall ensure security for the parking area from Load-In time until Load-Out is completed.

### II. DRESSING ROOMS / GREEN ROOM / PRODUCTION OFFICES / CATERING ROOMS

#### A. ROOM ASSIGNMENTS

Purchaser shall provide six (6) clean dressing rooms, three (3) offices, one (1) dining room, one (1) Green Room and one (1) hospitality room, where available. Facilities in each to include lighted dressing area, full-length mirror, shower with hot and cold water, bathroom facilities, and 110v AC power. These rooms must be heated or air-conditioned to maintain a comfortable temperature. Dressing rooms shall be lockable, and the keys presented to Artist's Tour Manager.

Dressing room #1 - Jennifer Nettles (1 person)

Dressing room #2 - Kristian Bush (1 person)

Dressing room #3 - Sugarland Band (5 people)

Dressing room #4 - Crew Room - Room must be available at time of Load-In. This room is not to be cleaned or locked after Performance until the production crew has left the venue.

Dressing room #5 - Female Showers (to accommodate 5 people)

Dressing room #6 - Support Act

Office #1 - Artist Management Office (2 people, 2 tables, 1 large trash can)

Office #2 - Tour Manager's Office (1 person, 1 table, 1 large trash can)

Office #3 - Production Office (3 people, 3 tables, 3 trash cans)

Dining Room #1-

Green Room #1

Hospitality #1

It is very important that no assumptions be made about the availability of hot water to the dressing room showers.

~~This should be checked and confirmed no later than one (1) hour prior to the first scheduled production Load-In~~

call. All dressing rooms should be un-locked, clean & available for viewing by Load-In. All furniture needed for these rooms will be advanced by promoter rep.

**B. GREEN ROOM**

A Green Room is needed in backstage area to accommodate up to fifty (50) people for Artist's "meet & greet".

**C. PRODUCTION OFFICE**

A backstage office is needed with one high speed internet connection. Also 2 (two) unrestricted phone lines with working telephone devices are needed. Service should be operative by 7:00 AM on Load-In day and not disconnected until after Load-Out. Three (3) tables w/chairs and three (3) waste basket are also needed for this office. Exact requirements will be addressed during venue advance.

**D. TOUR MANAGER'S OFFICE**

A backstage office is needed with one high speed internet connection. Also 1 (one) unrestricted phone lines with working telephone devices are needed. Service should be operative by 7:00 AM on Load-In day and not disconnected until after Load-Out. One (1) tables w/chairs and one large (1) waste basket are also needed for this office. Exact requirements will be addressed during venue advance.

**E. ARTIST MANAGER'S OFFICE**

A backstage office is needed with one high speed internet connection. Also 1 (one) unrestricted phone lines with working telephone devices are needed. Service should be operative by 7:00 AM on Load-In day and not disconnected until after Load-Out. Two (2) tables w/chairs and two large (2) waste basket are also needed for this office. Exact requirements will be addressed during venue advance.

**F. CATERING ROOM**

Purchaser shall provide a "catering room." This room should be clean, quiet, comfortable, and have seating for 60 people with banquet-type tables and clean tablecloths.

**G. HOSPITALITY ROOM**

A "hospitality room." will be needed and advanced by the Caterer. This room needs to be separate from the catering room and set up by Doors

**III. SECURITY**

**A. SECURITY GUARDS**

Purchaser will provide and pay for professional security guards for protection of Artist, Artist's band and crew, from Load-In until Load-Out is completed.

**B. SECURITY MEETING**

It will be necessary to hold a security meeting prior to the opening of the doors to the public. Present at the meeting should be: Venue Representative, Purchaser, Head of Security, Tour Manager and Producer's Security Representative. Security meeting will typically be held at 4:30p on show day. Please check with Promoter Rep to verify these times.

**C. STAGE GUARDS**

Purchaser will ensure access to the stage will be guarded by security at all times (with a minimum of 3 security people in front of the stage & 1 on each stage left and right during the performance) and only those persons designated by Producer will be allowed on stage during performance. Security personnel will not be allowed on stage during the performance or in the dressing rooms at any time.

**D. OVERNIGHT GUARDS**

If the situation requires Artist, band or crew to leave equipment at the venue overnight, security personnel will be needed from the official time the work ends until the official time work begins the following day.

**E. MEET AND GREET**

2 security guards will be required by the Artists during the Meet and Greet. Please make the specific arrangements for this at the pre-show Security Meeting.

#### **F. VEHICLE GUARDS**

Purchaser will be liable for any damage to Artist's buses or trucks that are attributable to negligence on the part of Purchaser and/or Purchaser's Representative should such damage occur while said buses or trucks are at the performance premises during the period from Load-In until Load-Out is completed. If any of the vehicles must be parked away from the backstage entrance, a security person must be on call at the time and place that vehicle is parked.

#### **G. GUARD LOCATION & TIMES**

Dressing Rooms Area	2	from Load In until Departure
Stage	5	from Doors until Patrons Clear
Mix Position	2	from Doors until Patrons Clear
Backstage Area	2	from Load In until Departure
Video Projection Areas	1 per location	from Doors until Patrons Clear

#### **IV. PASSES**

All backstage passes, stage access passes and guest passes shall be issued only by the Artist's Tour Manager. The various passes and their access privileges will be discussed at the Pre-show security meeting described in III, B, above. NO OTHER PASSES ARE ACCEPTABLE except Vendor passes with no backstage access.

##### **A. MEET & GREET**

Meet & Greet is done in a designated area. Tour Manager will communicate in advance of the show what time and where these people should meet to be escorted to the Meet & Greet. Meet & Greet will include radio guests, sponsorship guests, retail, and contest winners, all of which must be pre-approved by Artist's Management. One security person per group is required for escort during the Meet & Greet. Each participant must apply their pass, in plain view, before being escorted backstage. Meet & Greet passes are null and void after meet & greet is completed.

##### **B. LOCAL WORKING CREW**

Local Crew "stick-on" passes are used for *some* local working crew. Local Crew "stick-on" passes cannot escort anyone backstage. All "stick-on" passes are non-transferable.

#### **V. ADDITIONAL ITEMS**

1. Fly Dates - In the event Artist's party arrives by air, Purchaser will provide and pay for two (2) 15-passenger vans and one (1) cargo van with drivers from Artist flight arrival until departure.
2. Artist reserves the right to determine the length, content and nature of the show. Artist's production staff shall have complete control over all technical aspects of show, including support acts and program music.
3. The audience shall not be permitted to enter the place of engagement until such time as technical set-up and sound-check have been completed and approval has been given by the Artist's Production Manager.
4. Purchaser agrees that any changes regarding labor, personnel or production requirements, call-times (ours or other parties) will be subject to approval by Producer. It is also agreed to that the Purchaser and/or representatives will not obtain production information by direct contact with the Artist's Vendors. This information is to come only from the Artist's Production Manager.
5. Prior to returning the Contract to Artist, Purchaser shall inform Artist of any mandatory union breaks, curfews, fire regulations, light levels, requirements relating to the presence of uniformed police within the venue, and any other unique regulations or peculiarities. Purchaser agrees to notify Producer of any late or early Load-Ins due to other activities in the facility.
6. Purchaser and/or Purchaser's representative duly authorized to make decisions on behalf of Purchaser must be present from first call time of the day until completion of Load-Out.
7. Purchaser agrees that Artist's staging and equipment set-up overrides opening act(s) staging and equipment set-up. Artist shall have the right to approve the length of the performance of support act(s) on the program and Artist shall have final approval or disapproval of their use.
8. Artist reserves the option to use any and all of Artist's equipment and will determine placement of any equipment ~~owned by or used by any and all opening acts. Purchaser shall ensure that the stage area is completely cleared of any and all equipment, except P.A. and lighting equipment, before Artist's arrival.~~  
No assumptions should be made as to the use of Artist's and/or Artist's band's equipment by any other acts.

9. Purchaser agrees that the Artist Production Manager shall have control of the cueing of house lights. Any and all lighting in the venue, when not dictated by local codes or regulations will be turned off. This applies only to lighting which produces ambient light in such a manner that it is distracting to the performance.

10. Any and all personnel associated with this show shall be drug and alcohol free. Anyone found to be "under the influence" will be removed from the production of this performance.

## **VI. CATERING**

**Please check with artist tour manager or production manager to discuss catering on a per show basis.**



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AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA  
(HEREIN CALLED "FEDERATION")



CREATIVE ARTISTS AGENCY

3310 West End Avenue, Suite 500

Nashville, TN 37203

615-383-8787/615-383-4937 Fax

ELECTRONIC

FOR TRAVELING ENGAGEMENTS AND LOCAL ENGAGEMENTS

Whenever The Term "The Local Union" Is Used In This Contract, It Shall Mean The Local Union Of The Federation With Jurisdiction Over The Territory In Which The Engagement Covered By This Contract Is To Be Performed:

This Contract for the personal services of musicians on the engagement described below is made this 2<sup>nd</sup> day of Mar, 2010 between the undersigned purchaser of music (herein called "Purchaser") and the undersigned musician or musicians

1. Name and Address of Place of Engagement: Indiana State Fairgrounds - Indianapolis, IN

Name of Band or Group SUGARLAND - Lucky Star Inc. t/s/o Sugarland (20-4098616)

Number of Musicians Six (6)

2. Date(s), Showtime: Fri, 20th of August, 2010 @ 08:00 PM

3. Type of Engagement (specify where dance, stage show, banquet, etc): Public Concert

4. Additional Information:

Billing: Artist to receive 100% Headline billing and close show.

Performance Length: Artist to perform one complete show. Purchaser requires 90 minute minimum show.

Sound and Lights: Artist to supply own sound and lights.

Support Talent: Purchaser to pay \$22,500 for support talent, LITTLE BIG TOWN.

Additional Provisions: \*Purchaser shall provide Artist with seventy-five (75) complimentary tickets for each performance of the Engagement, located in prime locations.  
\*Radio, TV, Print and E-cards are available from Bill Young Productions (www.concerts.com). Please order Radio and TV from your usual account representative. Print can be ordered through their website at http://admits.concerts.com/PrintOrderForm.aspx. Bill Young Productions can be contacted at 281-240-7400. B.Y.P. may require a prepayment and credit application for new customers.

\*For the avoidance of doubt, this offer and/or agreement is in connection with an event that may include a rodeo. As such, Producer and/or Artist acknowledge that if they are aware of such possibility and agree that any acceptance of the offer or terms of the agreement includes acceptance of a rodeo component in connection with the event.

\*Artist to be paid in full in the event of inclement weather - rain or shine. -- *provided they perform*

\*No cancellation privileges except in the case of illness, acts of God, or any other reasonable circumstance outside of the Artist's control.

\*Purchaser requests Artist to attend meet and greet with 20 fair VIPs, subject to Management approval.

RADIUS: 90 miles; prior to and 90 days following stated engagement date (Including: Indianapolis, IN, Ft. Wayne, & Terre Haute, IN. Excluding from radius clause are Louisville, KY, Cincinnati, OH & Columbus, OH).

Merchandise: 75/25 (90/10 cds, dvds, and books)

Who Sells: Venue sells

5. COMPENSATION AGREED UPON (Amount and Terms):  
\$298,000.00 guarantee + \$30,000 for Artist supplied sound and lights + \$4500 for Artist supplied entering + 85% of GBOR after all approved taxes at \$475,000.00 of GBOR

TICKET SCALING:	Show Type:	Public Concert		
P-1	4,604	@	\$51.00	\$234,804.00
ARTIST COMPS	75	@	\$0.00	\$0.00
Comps	25	@	\$0.00	\$0.00
P-2	6,883	@	\$36.00	\$247,788.00
P-3	4,066	@	\$26.00	\$105,716.00
Total Capacity:	15,653		Gross Potential:	\$588,308.00
Total Tax %	.00%		Tax/Deductions:	(\$0.00) Net Potential:
				\$588,308.00

ADDITIONAL PER TICKET CHARGES

TYPE	COST	INCL. IN PRICE?
Gate Admission Fee	\$7.00	no
Facility Fee	\$2.00	no

Notes:

25 comps=Little Big Town

6. DEPOSITS/CONTRACTS: No deposits are required  
Purchaser will make payments as follows: all payments shall be paid by certified check, money order, bank draft, wire transfer, or cash.  
Notwithstanding the foregoing, all deposits will be paid by PURCHASER to CREATIVE ARTISTS AGENCY, LLC's client trust account on behalf of Producer. Any required income tax reporting obligations of Purchaser for payments made hereunder shall be reported as solely for Producer, regardless of payments sent to CAA on behalf of Producer, including but not limited to deposits. CONTRACTS MUST BE RETURNED WITHIN 30 DAYS OF RECEIPT. BALANCE of Guarantee, Plus Percentage Payments, if any, and Sound and lights Payments, if any, to be paid in United States Currency by PURCHASER to ARTIST no later than Prior to Performance, evening of engagement

(continued on next page)

SUGARLAND - Indiana State Fairgrounds - Indianapolis, IN (Buyer: Indiana State Fair - Indianapolis, IN)

7. Riders Attached Hereto Are Hereby Made a Part Hereof.
8. If Artist is Headlining This Engagement: "All Support Talent is Subject to Artist Approval."
9. If Artist is Supporting This Engagement: "Artist's Performance is Subject to the Appearance and Approval of the Headliner."
10. No performance on the engagement shall be recorded, reproduced or transmitted from the place of performance, in any manner or by any means whatsoever, in the absence of a specific written agreement with the Federation relating to and permitting such recording, reproduction or transmission.
11. It is expressly understood by the Purchaser and Musician(s) who are parties to this contract that neither the Federation nor the Local Union are party to this contract in any capacity except as expressly provided in 10 above and, therefore, that neither the Federation nor the Local Union shall be liable for the performance or breach of any provision hereof.
12. A representative of the Local Union, or the Federation, shall have access to the place of engagement covered by this contract for purposes of communicating with the musician(s) performing the engagement and the Purchaser.
13. The agreement of the musicians to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, act of god or any other legitimate conditions beyond their control.

THE FOLLOWING PROVISIONS (SECTION 14) ARE ONLY APPLICABLE TO "LOCAL ENGAGEMENTS" AS DEFINED BY THE FEDERATION:

14. Resolution of controversies or claims: Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be submitted to arbitration under one of the following procedures to be selected by the Purchaser at the time that this contract is signed, by placing his or her initials in the box adjacent to the procedure selected. In the event that neither box is initialed, it will be presumed that the Purchaser has chosen the applicable procedures set forth in "B";

☐ A (American Arbitration Association) Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the Award rendered may be entered in any court having jurisdiction thereof. The cost of the arbitration proceeding, except those cost personally incurred by the parties hereto for the presentation of their own case, shall be shared equally by the Purchaser and the Signatory Musician(s).

☐ B (Local Union) Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration by the Executive Board or other body of the Local Union charged with responsibility of settling such controversy or claim. All rulings and awards made by the Local Union in arbitration hereunder may be appealed to the International Executive Board of the Federation (herein called "IEB") any party who was a participant therein. Appeals from such proceedings shall be perfected in the manner provided in the Rules of Practice and Procedure of the IEB in effect at the time of such appeal. All rulings and awards made by the Local Union in arbitration which are not appealed to the IEB shall be final and binding upon the Purchaser and participating musician(s). Any party to an arbitration proceeding before the Local Union or, to an arbitration appeal to the IEB may bring an action to confirm or enforce a final determination and award of the Local Union or, if appealed, of the IEB in the courts of the jurisdiction in which the office of the Local Union is located; and the Purchaser and participating musician(s) agree to submit to the jurisdiction of such court or courts for that purpose.

Names of All Musician(s)	Local #	U.S. Social Security Numbers
Jennifer Odessa Nettles		
Kristian Merrill Bush		
James Scott Patton		
Brandon Jackson Bush		
Ann Dulany Clements		
Robert Thaddeus Beaty		

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written

Cynthia Hoye - Indiana State Fair - Indianapolis, IN  
PRINT PURCHASER'S FULL AND CORRECT NAME  
(IF PURCHASER IS CORP. FULL AND CORRECT CORP. NAME)

X  
SIGNATURE OF PURCHASER (OR AGENT THEREOF)  
Indiana State Fair - Indianapolis, IN

Cynthia Hoye  
1202 East 38th Street  
STREET ADDRESS  
Indianapolis IN 46205  
CITY STATE ZIP CODE  
317-927-7524  
Business Phone

Gail Gellman  
SIGNATORY MUSICIAN HOME LOCAL UNION NO  
SIGNATURE OF SIGNATORY MUSICIAN

Gail Gellman  
MUSICIAN'S HOME ADDRESS  
Malibu CA 90265  
CITY STATE ZIP CODE  
310-456-2620  
Business Phone  
Stan Barnett 342850  
Booking Agent Agreement No.

Mail To: Amie LoPresti; Live 360; 3815 River Crossing Rd. Suite 100; Indianapolis, IN 46240  
Business phone: (317) 843-8000; Business fax: (317) 706-0871